

Castrol® Standard Terms and Conditions of Sale

Lubricants, Related Products, Equipment, Parts, Goods, any Additional Services

1. Interpretation

These conditions of sale are written in plain English. We have used the terms *we, us, our* etc. to refer to the Seller (the company selling the lubricants, related products, equipment, parts, and other goods (each, a “Product” and collectively, the “Products”) and services) and its affiliate companies and *you, your* etc. to refer to the Buyer (the person, firm or company purchasing Products and services). In these conditions of sale, with respect to Seller, affiliate means any company that is controlled by or is under the common control of BP plc.

2. What terms apply?

The terms of any contract between you and us for the supply of Products or any additional services (such as training, installation, maintenance, testing, technical consultancy or other) shall be based on and limited to these terms and conditions of sale, unless otherwise agreed in writing between you and us. If a signed, written supply agreement currently exists between you and us, these terms and conditions of sale shall be supplemental to the terms of such written supply agreement and, in the event of any conflict between the two, the terms of the written supply agreement shall prevail.

No terms or conditions presented by you to us (for instance in a purchase order, request for proposal, confirmation of order, specification or otherwise) shall form part of the contract between you and us. By ordering, receiving or using, in whole or in part, any Products and/or services ordered, you agree to and intend to be bound these terms and conditions. We condition and limit our acceptance of your orders on and to these terms and conditions. Our acceptance of any order is expressly conditioned on your assent to these terms and conditions, without any changes. We object to, reject, and will not be bound by any additional, different or inconsistent terms or conditions presented by you in a purchase order, request for proposal, confirmation, specification or otherwise. We shall consider every order or acceptance of a quote by you to be an offer by you to buy Products and services on these terms and conditions. The order shall only be deemed to be accepted when we have confirmed acceptance, in writing, to you.

If you are entering into the contract as an agent on behalf of someone else or if your agent enters into the contract on your behalf, both you and your principal will be jointly and severally liable under the contract. If more than one entity is listed as the Buyer in the contract, then their liability shall be joint and several.

3. Order taking

It is your responsibility to notify us of the grades and quantities and similar information for the Products that you would like to order and where you would like us to deliver to. All orders shall be subject to any limits that we may have specified, for example in respect of maximum or minimum delivery quantities or lead time required by us, and deliveries of any Product and performance of any services will be subject to availability at the location in question. We are under no obligation to accept any order, and an order will not be deemed accepted until a written confirmation is issued by us. We reserve the right to discontinue any Product or service and/or to change the formulation or components of any Product or service.

4. Delivery of Products

We shall inform you of the delivery date as soon as is practicable, which shall exclude public holidays or customary non-business days of the week. Delivery dates are not guaranteed. Unless we specifically agree with you in writing, you will not be entitled to any form of compensation if we are late in making the delivery.

To enable us to make safe delivery to you, you agree that you will provide safe reception for the Products and services ordered. We will not make any delivery to you unless we consider it to be safe to do so. You will have sole responsibility for providing suitable means and facilities for the reception of the Products and services and for the storage of the Products after delivery. If you breach any of these conditions we may without prejudice to any other right or remedy available to us, withhold delivery of any Products or services which have not yet been delivered.

5. Price and payment

You agree to pay net 30 days from the invoice date the price which we agree with you from time to time or which is our price ruling at the date when we receive your order for the Products and/or services and the location in question, as well as any additional charges that may be applicable. You agree to pay us any additional charges that we incur if we cannot deliver to you by reason of any fault of your own or your representative or if you refuse to accept any Products or services that you ordered.

All amounts quoted by us, listed in the contract or agreed with you will be exclusive of any applicable taxes or customs duties. Any applicable taxes or customs duties will be for your account.

For purposes of these terms and conditions, “tax” and “taxes” shall mean and include all present and future taxes, excises and customs duties, corporate income tax or gross revenue taxes, sales taxes, property taxes, levies, withholding taxes, employment taxes, and fees, charges and other assessments in the nature of the taxes, including any fines, penalties or interest, assessed or levied by the appropriate tax authority. Additionally, “sales tax” means any transfer tax, gross receipts tax, compensating use tax, use tax,

sales tax, value added tax, goods and services tax, environmental tax, business tax, consumption tax or other transactional taxes which may be assessed as a result of sales or use of Products and/or services hereunder, whether measured by quantity or receipts (excluding taxes based on or measured by net income) that are or may be imposed by any tax authority and are arising or payable as a result of the provision of Products and/or services under this contract. Furthermore, "customs duties" shall mean all existing or future duties, payments, fees, charges, levies, taxes, or contributions payable to or imposed by any authority as a result of import or export, whether permanent or temporary of any personnel, plant, or equipment into or out of any jurisdiction.

You and we will co-operate with each other to minimize taxes and tax assessments to the extent legally permissible and administratively reasonable. Additionally, you shall indemnify, defend, and hold us harmless in respect of any penalties and interest charges imposed by any tax authority arising out of the error or omission in relation to taxes.

We may increase our prices by giving you not less than 30 days' prior written notice.

We will send you an invoice for all deliveries made to you. This will show the quantity of Products or value of services delivered and all additional charges that we have incurred in making that delivery. We may send you a replacement invoice if, after checking the original invoice or on receiving further information, we do not consider it to be correct.

All payments should be made in full without any set off, counterclaim or deduction.

Payment shall be made as follows. You agree to establish an Electronic Funds Transfer ("EFT") direct debit account or similar account as designated by us with a suitable financial institution and to authorize transfers of funds between your account and our designated accounts in accordance with procedures established by us. Your EFT direct debit account shall allow us to debit your account for all amounts owed by you to us. In addition, we may, but are not obligated to, pay credits, rebates and other amounts owed to you into such EFT direct debit account. You agree that you shall cooperate fully with us in establishing and maintaining the EFT direct debit account or other similar process designated by us.

Any queries on invoices should be notified to us within three (3) days of receipt of the relevant invoice or you shall have been deemed to have waived any dispute over any Product and/or services delivered to you.

In addition and notwithstanding the foregoing, we reserve the right to change our payment terms at any time including, but not limited to, require that you pay in advance or at the time of delivery, in cash, in certified funds or via wire transfer. We may also require that you provide us with a letter of credit, deposit or other forms of security or interim financial statements, upon our request. Nothing in this contract will be

construed as obligating us to extend credit to you. Failure by you to timely and fully pay monies owed to us in accordance with established or revised payment terms will be grounds for termination of this contract. In the event that you shall fail to pay any such invoice within the time specified by us, or in the event that we, in our sole discretion, deem that your financial condition is inadequate or unsatisfactory to us for any reason whatsoever, we shall have the right to cancel any of your orders already accepted or to delay or suspend any further shipments to you without any liability for loss or damages of any kind incurred or occasioned by reason of any such cancellation or delay.

6. What happens if you do not pay us when you should?

If you have not paid us by the time that you should have done, then we will have the right (without prejudice to any other rights or remedies that we may have) to:

- charge interest on the money that you owe us at a rate of one percent (1%) per month or the maximum interest rate permitted by applicable law, whichever is lower. This interest will run until we receive the money in our account. This could be after a judgment has been made against you;
- claim interest against you under applicable legislation;
- insist that you pay us in cash in advance of any future deliveries (or provide us with satisfactory security instead) and immediately pay us all other amounts outstanding; and/or
- withdraw or reduce any credit facilities and/or withhold any future deliveries.

7. Health, safety and the environment

You agree to disseminate to any persons handling or using any Product or having access to any Product whilst in your possession or to whom you sell the Products or any part thereof any warnings, information or suggestions which are contained or referred to in our Product Information Sheet, Safety Data Sheet or any other literature relating to the Products or upon any label or packaging of the Products. You agree to comply with and to ensure compliance by such persons with such warnings, information or suggestions. You agree to obey all relevant health, safety and environment obligations contained in any law applicable in any country where the Products are sold or handled.

IF YOU FAIL TO DISSEMINATE SUCH WARNINGS AND INFORMATION, YOU AGREE TO DEFEND, INDEMNIFY AND HOLD US HARMLESS AGAINST ANY LIABILITY ARISING OUT OF OR IN ANY WAY CONNECTED WITH SUCH FAILURE, INCLUDING BUT NOT LIMITED TO LIABILITY FOR INJURY, SICKNESS, DEATH AND PROPERTY DAMAGE.

8. Risk of loss and title to the Products delivered

All sales are F.O.B. our shipping point, unless otherwise specified by us in writing. Title and risk of loss with respect to the purchased Products will pass to you when the Products are loaded into trucks, tankers or other conveyances at our shipping point; provided,

however, that for export sales title will transfer to you in international waters and if transfer of title in international waters is not geographically feasible, title shall transfer from us to you within the USA.

Unless we specifically agree with you in writing to pay all or some part thereof, you will pay the freight or other delivery charges, inspection fees, if any, and all other charges levied or imposed on the Products after the loading is completed. If we prepay such charges for you, you will immediately reimburse us. If you are using our trucks, tankers or other conveyances for transportation, you will unload and return such conveyance to the carrier within the tariff or contracted period free of demurrage and/or detention charges. You will indemnify us from and against all losses, liabilities, damages, and claims, including, without limitation demurrage and/or detention charges, resulting from your use of said conveyances, except to the extent caused by our sole negligence.

You hereby grant to us a security interest in all Products sold to you by us (collectively, the "Collateral"). You acknowledge and agree that we have a security interest in the Collateral and that we have the right to and are authorized to file financing statements and other appropriate documentation (including, without limitation, UCC filings) and to take any other action which is necessary to perfect and/or protect our security interest in the Collateral. You shall cooperate with us and shall do all acts and things deemed by us to be necessary or desirable at any time (including, without limitation, during and after the term of this contract) to perfect and/or protect our security interest in the Collateral. If, before we receive payment from you for the Products, you become subject to any of the insolvency events listed in clause 11 or fail to pay us by the time you should have, then we shall be entitled, without prejudice to any other remedy we may have, to enter the premises where the Products are kept without notice and at any time and remove the Products or any part thereof.

9. Quality, quantity and claims

At the time of delivery, the Products that we deliver to you will comply with Castrol® published specifications, or such other specifications as agreed to us in writing. **EXCEPT AS STATED HEREIN THIS CLAUSE 9, ALL OTHER WARRANTIES OR CONDITIONS RELATING TO QUALITY, FITNESS FOR PURPOSE, MERCHANTABILITY, DESCRIPTIONS ETC. INCLUDING THOSE EXPRESSLY STATED OR IMPLIED BY LAW ARE, TO THE FULLEST EXTENT PERMITTED BY LAW, EXCLUDED.**

Our measurements of the quantity of lubricants and other Products delivered shall be final. If you consider that there has been a shortfall then this must be noted on the original delivery receipt note. You must tell us of the alleged shortage claim within three (3) days of delivery. Unless you tell us soon as you become aware of what you consider to be a defect in the Products or services delivered your claim will not be allowed. If you make a claim against us, you agree to allow us to take any further samples or make any

further tests that we consider appropriate as well as to give us free access to the operating records of the affected machinery or equipment.

10. Our liability to you

YOUR PARTICULAR ATTENTION IS DRAWN TO THIS CLAUSE, PLEASE READ IT CAREFULLY.

WE SHALL NOT BE LIABLE TO YOU - WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE OR BREACH OF STATUTORY DUTY), MISREPRESENTATION, RESTITUTION OR OTHERWISE – FOR ANY CLAIM ARISING IN CONNECTION WITH THIS CONTRACT FOR:

- **ANY LOSS, DAMAGE OR INJURY CAUSED FROM ANY HAZARD INHERENT IN THE NATURE OF THE LUBRICANTS, THE PRODUCTS OR SERVICES;**
- **ANY LOSS OF REVENUE, PRODUCTION, PROFIT OR ANTICIPATED PROFIT, LOSS OF BUSINESS, REPUTATION, OR GOODWILL, LOSS FROM BUSINESS INTERRUPTION OR WASTED COSTS, LOSS OF BUSINESS RECEIPTS, CONTRACTS, EXPECTATION OR COMMERCIAL OPPORTUNITY, LOSS OF TIME OR HIRE, COST OF OVERHEADS THROWN AWAY, DEMURRAGE OR LOSS OF SCHEDULE, COSTS OF SUBSTITUTE MACHINERY OR EQUIPMENT, LOSS RELATED TO LOSS OF OPERATIONAL USE OF MACHINERY OR EQUIPMENT, PHYSICAL LOSS OR DAMAGE (IN WHOLE OR IN PART) OF OR TO MACHINERY OR EQUIPMENT, IN EACH CASE WHETHER DIRECT, INDIRECT OR CONSEQUENTIAL; OR**
- **ANY CLAIMS FOR CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR EXEMPLARY LOSSES OR DAMAGES WHATSOEVER (HOWSOEVER CAUSED).**

OUR TOTAL LIABILITY TO YOU (INCLUDING ANY LIABILITY FOR THE ACTS OR OMISSIONS OF OUR EMPLOYEES, AGENTS AND SUBCONTRACTORS) IN CONTRACT, TORT, MISREPRESENTATION, RESTITUTION OR OTHERWISE, ARISING IN CONNECTION WITH THIS CONTRACT SHALL NOT EXCEED AN AMOUNT EQUAL TO THE TOTAL FEES PAID BY YOU TO US FOR PRODUCTS AND SERVICES PURCHASED BY YOU UNDER THIS CONTRACT DURING THE THREE (3) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

ALL CLAIMS FOR ANY CAUSE WHATSOEVER, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), BREACH OF WARRANTY, MISREPRESENTATION, RESTITUTION OR OTHERWISE, SHALL BE DEEMED WAIVED UNCONDITIONALLY AND ABSOLUTELY UNLESS WE RECEIVE A WRITTEN NOTICE OF SUCH

CLAIM NOT LATER THAN 90 DAYS AFTER YOUR RECEIPT OF THE PRODUCT OR SERVICE AS TO WHICH THE CLAIM IS MADE. ANY CAUSE OF ACTION THAT YOU MAY HAVE AGAINST US AND WHICH MAY ARISE UNDER THIS CONTRACT WHICH HAS NOT BEEN WAIVED MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION HAS ACCRUED OR IT SHALL BE DEEMED WAIVED.

YOU AGREE TO INDEMNIFY US AGAINST ANY LOSS, DAMAGES, LIABILITY OR CLAIM AND ALL COSTS AND EXPENSES ARISING OUT OF OR IN CONNECTION WITH ANY SPILL, ACCIDENT OR EMERGENCY INCIDENT OCCURRING DURING THE DELIVERY OF PRODUCTS OR SERVICES OR YOUR FAILURE TO COMPLY WITH ANY OF YOUR OBLIGATIONS UNDER THESE CONDITIONS OR YOUR NEGLIGENCE OR WILLFUL MISCONDUCT, EXCEPT TO THE EXTENT CAUSED OR CONTRIBUTED TO BY OUR GROSS NEGLIGENCE.

NOTHING IN THESE CONDITIONS OF SALE SHALL AFFECT ANY RIGHTS THAT ARE GIVEN TO YOU BY LAW.

11. Termination of the contract

We may end the contract with you without liability at any time on giving you thirty (30) days written notice.

We may immediately end the contract or suspend making deliveries without liability if (a) a liquidator (other than for the purposes of amalgamation or reconstruction), trustee in bankruptcy, receiver or equivalent officer is appointed in respect of you, any of your assets or undertakings or associated companies, or you enter into an arrangement or composition with your creditors or if we have reason to expect any such appointment, arrangement or composition; (b) you fail to make any payment to us by the time that you should have; (c) you breach any of your obligations under clause 7, 13, or 14; (d) supplying Product to you would be a violation of any law; or (e) you fail to comply with the terms of clause 6.

In addition to any other right that we may have, we may end the contract immediately without liability if:

- you commit a material or persistent breach of any of the provisions of the contract and, in the case of a breach capable of being remedied, fail to remedy that breach to our satisfaction within 14 days of receiving written notice of the breach, or
- continued performance of the contract would cause us to contravene any local, state, national or international regulation or law.

If the contract is ended, then clauses 5, 6, 7, 9, 10, 13, 14, 15, and 16 and the following paragraph of this clause 11 shall survive.

Without prejudice to any other rights or remedies we may have, if the contract ends you shall immediately pay to us all sums which at the date of termination are due and payable.

12. Unexpected events

If we breach a term of the contract as a result of circumstances reasonably beyond our control, then we will not be liable to you for that breach. You would then be free to buy the Products from alternative sources until such time as we can continue to supply you.

If there is either (a) a reduction in or interference with the availability of lubricants raw materials which could not have been reasonably avoided; or (b) our cost of performance is materially increased and we cannot recover such increase by an equivalent increase in the amount you pay to us, then we may terminate our contract with you by writing to you or withhold or reduce deliveries to you. In such circumstances, we shall not be required to provide you with the shortfall from any alternative sources.

In any of the above circumstances, we shall not be required to provide you with the shortfall from any alternative sources or for any additional costs incurred by you for any alternate source.

13. Trade Regulations

13.1 In connection with this contract, and the Products purchased, you represent, warrant, and covenant as follows:

- a) you are not a Restricted Party.
- b) you shall provide written notice to us if, at any time during this contract, clause 13.1.a becomes inaccurate.
- c) you have complied and shall comply with Trade Laws in connection with all activities associated with this contract.

You shall provide written notice to us if, at any time during this contract, you become aware of any breach or potential breach of Trade Laws connected with the performance or nonperformance of this contract or the Products.

13.2 In connection with this contract, and the Products purchased, you represent, warrant, and covenant as follows:

- a) you are the end-user of the Products and will not resell the Products.
- b) Products are to be used in a place and manner that is not prohibited by Trade Laws.

13.3 In connection with this contract, and the Products purchased, you represent, warrant, and covenant as follows:

- a) you will not export the Products to Russia or Belarus; and

b) you will not export the Products for use in Russia or Belarus.

Any violation of this clause 13.3 shall constitute a material breach of an essential element of this contract, and we shall be entitled to seek appropriate remedies, including, but not limited to:

- (i) termination of this contract and/or the purchase order; and
- (ii) a sum equivalent to 100% of the value (on the day on which the demand is issued) of the 12g Products, such payment falling due within 14 days of a demand from us evidencing such a supply to Russia or Belarus or for use in Russia or Belarus.

13.4 In connection with this contract, and the Products purchased, we represent, warrant, and covenant as follows:

- a) Upon request, we shall provide you with accurate information about the Products to allow you to apply for and obtain appropriate governmental authorizations for the export and import of such items.
- b) If we furnish Export Classification Numbers (ECCNs), such numbers are provided for general informational purposes only and do not constitute legal advice. The ECCNs are subject to change without notice, and we do not guarantee, represent, or warrant the information is accurate or up-to-date. Any use of such classifications, groups, or symbols by you is without recourse to us or any of our affiliates and is at your own risk. We are in no way responsible for any damages whether direct, consequential, incidental, or otherwise, suffered by you or any third party as a result of using or relying upon such classifications, groups, or symbols for any purpose whatsoever.

13.5 No party shall be obliged to perform any of its obligations under this contract, to the extent that:

- a) such performance is in violation of, or inconsistent with, any Trade Laws or will or reasonably could result in the imposition of any adverse measures against such party or any of its affiliates, including the imposition of US secondary sanctions; or
- b) such obligations cannot be performed without directly or indirectly requiring any action by any party or affiliate or their individual employees in violation of or inconsistent with any Trade Laws or will or could result in the imposition of any adverse measures against any such person or entity.

13.6 In addition to any other remedies that a party may have under this contract or under applicable laws (including, as applicable, the right to damages for breach of contract), we have the right to immediately terminate, in whole or in part, this contract or the purchase order or immediately suspend, in whole or in part, any obligations under this contract if we reasonably believe that you have breached any of the representations, warranties, or covenants contained within Clause 13. If this contract is terminated or suspended based on this clause, neither party will engage in further transactions,

including monetary transactions or shipments, without the express consent of both parties.

13.7 “Trade Laws” means laws, rules, regulations or equivalent applicable to either party or the Products expressly including, but not limited to, the laws of the United Kingdom, the laws of the United States of America, the United Nations, and the European Union regarding export controls, trade sanctions, economic sanctions, international boycotts, or other related restrictions, including but not limited to those that: a) prohibit or restrict the export or import of goods, services, software, or technology to or from persons and countries specified therein; or b) would or could expose you or us to punitive measures for violation.

“Restricted Party” means any person who is: (A) targeted by national, regional, or multilateral Trade Laws, or (B) directly or indirectly owned or controlled by or acting on behalf of such persons, such that Trade Laws apply.

14. Anti-Corruption, Anti-Money Laundering and Ethical Compliance

14.1 In connection with this contract, including the Products purchased and scope of work hereunder, you and we each represent, warrant, and covenant as follows:

(a) they have complied and shall comply with applicable anti-bribery and/or corruption, anti-money laundering and anti-fraud laws, specifically including but not limited to, the laws of the United Kingdom (such as the Bribery Act 2010, the Proceeds of Crime Act 2002 and the anti-fraud legislation set out in s.199 and Schedule 13 of the Economic Crime and Corporate Transparency Act 2023), and the laws of the United States of America (such as the Foreign Corrupt Practices Act of 1977), and all successor legislation;

(b) they and their respective owners, officers, directors, employees, and Service Providers have not and shall not:

-offer, give, promise to give, authorise giving, solicit, accept or agree to accept; to or from any person (including Public Officials and private individuals); directly or indirectly; anything of value (monetary or nonmonetary, without limitation); in order to obtain, influence, induce, or reward any improper advantage; nor

-engage in tax evasion, money laundering or any type of fraudulent activity, including but not limited to making false or misleading representations; failing to disclose information where there is a legal duty to do so or false accounting; and

(c) no Public Official has a personal direct or indirect interest in this contract.

14.2 Notwithstanding provisions to the contrary, either if a party reasonably believes in good faith that the other party has breached the provisions within this clause 14, or that such breach is imminent, the non-breaching party shall have the right to suspend or terminate this contract upon notice to the breaching party. Upon termination,

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the breaching party shall not be entitled to claim compensation or any further remuneration, regardless of any activities before termination.

14.3 “Public Official” shall include (i) any minister, civil servant, director, officer, employee, or other official, or anyone acting in any official, legislative, administrative, judicial or representative capacity, on behalf of any government or any department, agency or body thereof, and/or of any government-owned or controlled company including any company or enterprise in which a government owns an interest of more than thirty percent, and/or of any public international organization; (ii) any political party, political party officials, or candidates for political office; (iii) any member of a royal or ruling family; and (iv) any close family member (spouse, parent, child, sibling) of any of the foregoing.

“Service Provider” means any person or entity that performs a service for or on behalf of a party, including but not limited to agents, suppliers, sub-contractors and other intermediaries.

15. Repackaging

You agree that you will not repackage, blend, adulterate or reformulate any of the lubricants and will not alter, obscure, remove, conceal, deface or otherwise interfere with the decoration or visible design of such packages and/or containers. You agree that you will allow us and/or our duly authorised representative(s) at any time to audit all such books, records, accounts and internal accounting control system that may be relevant to your compliance with this clause.

16. General

Our confidential information and all our intellectual property rights in or relating to it shall remain our sole and exclusive property and nothing contained in this contract grants to you any express or implied right or license under any patent, or any other of our intellectual property rights.

All correspondence relating to the contract should be made either by email, fax or recorded delivery sent to the address set out on the contract or as otherwise notified. Correspondence shall be considered to have been made when it has been received. You will notify us as soon as possible of any change in your contact details.

Any phrase introduced by the terms 'including', 'includes', 'in particular', “for example”, or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

No failure by us to enforce any right under the contract shall be considered to be a waiver of any form of such right. A waiver will only be effective if in writing and will not constitute a waiver of any other breach or default. The rights and remedies provided

by the contract are cumulative and are not exclusive of any rights or remedies provided by law. The contract is personal to you and cannot be assigned or subcontracted by you in whole or in part. We may assign or subcontract all or part of our rights and/or obligations under this contract to any of our affiliates or in connection with a merger or acquisition.

With the exception of the ability of our affiliates to be able to enforce any of our rights under the contract, it is not intended that any term shall be enforceable by anybody that is not a party to the contract.

We and you agree that we and you shall each comply with all applicable laws in connection with this contract.

You shall not use any of our or our affiliates' trademarks, names, or logos.

These terms and conditions contain the entire agreement between you and us, replacing all previous agreements in respect of the sale by us to you of Products or the provision of additional services. You agree that you have not relied upon any precontractual statement (including any undertaking, promise, assurance, statement, representation, warranty or understanding) made by us in entering into the contract. This contract or any of its Confirmations cannot be amended, changed or revised unless we and you mutually agree in writing to do so.

You shall comply with all applicable laws relating to export controls and economic sanctions, including but not limited to those maintained by the US Department of Treasury (Office of Foreign Assets Control) and the US Department of Commerce (Bureau of Industry and Security). If title in the purchased Product passes to you in the USA per Clause 8 and if you then you elect to export outside of the USA the Product purchased, you shall constitute the US Principal Party in interest or Exporter for all purposes under applicable law.

If the Product purchased hereunder is shipped (whether by you or us) to a location outside of the USA, you shall constitute the importer of record with respect to the Product. We will not be considered the importer of record. As the importer of record, you are responsible for complying, and you shall comply with all laws of the country the Products are imported into. You acknowledge and agree that we are not responsible for ensuring that the Products and their packaging and labels comply with the legal requirements of any country the Products are imported into. You shall be responsible for all registrations, filings, and compliance in connection with the importation of the Products. You shall ensure that all government filings, registrations, consents and approvals necessary or advisable in connection with the importation of the Products are timely completed in compliance with all applicable legal requirements. You are responsible for ensuring, and shall ensure that the Products (including, without limitation, the labels and packaging) comply with all legal requirements of the country

into which the Products are imported. You represent and warrant to us that you do not need any information from us to comply with this paragraph.

This contract, any written confirmations, purchase orders or other documentation related to this contract including the items ordered, quantity, specifications and price shall be deemed to be confidential and shall not be revealed by either party to any third party not necessary for the completion of this contract, a written confirmation or purchase order thereunder unless permission is first obtained in writing from the non-disclosing party.

If a term of this contract is held not to be valid by any competent court or authority, then it should be read to the full extent that it is valid or, to the extent required, deleted. The other terms of this contract shall continue in full force unaffected.

The English language version shall be the authoritative version.

All designs, drawings, plans, specifications, manuals, instructions, estimates, prices, and other documents, materials, or information that we prepare or disclose or provide to you, and all related intellectual property rights, will remain our property. We grant you a limited, non-exclusive, non-transferable, revocable license to use any such material solely for your use of the Products. You shall not disclose any such material to third parties without our prior written consent.

New Jersey law shall govern the contract and any non-contractual obligations arising out of or in connection with it without regard to that state's rules on conflicts of law that may direct the application of any other jurisdiction. The United Nations Convention on International Sale of Goods shall not apply to this contract.

Any dispute arising out of this contract shall be referred to an executive of each party for attempted resolution. If not so resolved, any dispute arising out of or in connection with this contract shall be solely submitted for resolution to the jurisdiction, as applicable, of the state courts located in Passaic County, New Jersey or the federal courts of New Jersey, unless otherwise indicated by us. You and we irrevocably submit to the exclusive jurisdiction of such courts in any such suit, action or proceeding. You and we irrevocably and unconditionally waive any objection to the laying of venue of any suit, action or proceeding in such courts and irrevocably waive and agree not to plead or claim in any such court that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum.

Unless otherwise indicated in writing between the parties, nothing in this contract is intended to, or shall be deemed to:

- make you a distributor or agent for us or any of our affiliates,
- establish any partnership or joint venture between the parties,

- authorise you to make or enter into any commitments for or on behalf of us or any of our affiliates, or
- grant any right or licence to you in respect of our or any of our affiliates' trademarks or intellectual property.

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