

ASI Customer Terms and Conditions

Any proposal to which these Terms and Conditions are attached (the "Proposal") and these Terms and Conditions shall constitute the entire agreement between the parties and shall collectively be referred to herein as the "Agreement."

AmeriChem Systems Incorporated ("ASI") markets its Products (defined below) subject to the following Terms and Conditions:

1. **Acceptance:** All orders submitted by a buyer ("Buyer") for any product, part, goods or equipment (collectively, the "Products") produced and/or provided by ASI shall be subject to acceptance in writing by authorized ASI personnel. Buyer's orders shall be deemed to incorporate, without exception, all the terms and conditions hereof, notwithstanding any printed order form of Buyer containing additional or contrary terms or conditions, unless Buyer shall expressly advise ASI to the contrary in a written document apart from the printed provisions of Buyer's order. No reference or acknowledgement by ASI to an order of Buyer shall be deemed to be in acceptance by ASI of any such additional or contrary printed terms or conditions. In the event of a written request, by the Buyer, for any such additional or contrary terms or conditions, such modifications may only be made to the Terms and Conditions by written instrument signed by one of ASI's officers.
2. **Pricing:** Unless otherwise agreed to in writing by ASI, the following applies:
 - a. ASI Proposals are valid for 30 days.
 - b. Escalation shall apply when applicable, subject at all times to the negotiations of Buyer and ASI.
 - c. ASI Proposals are subject to changes or withdrawal by ASI at any time prior to acceptance.
 - d. Buyer delays in release for production after order placement greater than three months in duration may result in price adjustments in the sole discretion of ASI.
 - e. ASI reserves the right to invoice Buyer immediately upon ASI's completion of the Product.
 - f. Progress payments may be negotiated by Buyer and ASI on a case by case basis as applicable.
 - g. Typographical and clerical errors in quotations or orders are subject to correction by ASI.
 - h. All acknowledged orders subsequently placed on hold may be assessed a hold order charge.
 - i. As security for the payment of the Products, Buyer hereby grants and conveys to ASI a purchase money security interest in the Products. Buyer shall sign any financing statements and other instruments requested by ASI and shall otherwise cooperate with ASI in any manner deemed necessary to evidence, perfect or continue such security interest.
3. **Taxes.** ASI shall have the right to charge Buyer the applicable sales tax, use tax, or any other tax which ASI may be required by law to pay, in connection with ASI's sale of the Product to Buyer.
4. **Delivery:** ASI shall ship the Product to Buyer. All shipments from ASI to Buyer shall be FCA shipping point, per INCOTERMS® 2020, and title and risk of loss with respect to such deliveries shall pass to Buyer upon delivery to Buyer or representatives of Buyer including, but not limited to, any common or contract carrier, bailee, agent, or employee of Buyer. If Buyer does not accept such FCA shipping point delivery, Buyer shall be responsible for all storage and transportation costs. Buyer shall pay transit insurance, packaging, handling, shipping and carrier costs associated with the Product and all taxes levied upon the Product. Buyer's sole remedy for lost Product, damage caused during shipment or any delay attributable to shipment shall be an action against the carrier. ASI reserves the right to withhold any and all deliveries in the event Buyer fails to pay any invoice in accordance with the Agreement or ASI has reason to believe Buyer does not have the financial ability to pay any future invoice when due. ASI shall not accept return of the Product unless otherwise agreed in writing.
5. **Freight.** Unless otherwise specified in the purchase order, ASI will ship the Product freight prepaid and charged.
6. **Shipping Date:** The schedule for completion of the Product provided by ASI is a good faith estimate by ASI. ASI shall have no liability to Buyer for any loss arising out of any ASI's delay in providing the Product.
7. **Changes:** In the event that Buyer requests any modifications to the Product, ASI shall, if commercially reasonable, prepare and deliver to Buyer information describing such modifications and the changes necessary to effect such modifications. A revision to the purchase order will set forth the additional payments, if any, and an estimate of the revised schedule for completion of the delivery of the Product. ASI reserves the right to discontinue work on the Product until receiving a written authorization from Buyer to proceed with the additional work.
8. **Cancellation:** When a notice of cancellation from Buyer is received by ASI, ASI will immediately stop production on all items. Buyer shall indemnify and hold harmless ASI for all costs, expenses, and liabilities incurred by ASI arising from Buyer's cancellation as well as any lost revenue caused by Buyer's cancellation. Notwithstanding the foregoing, if Buyer provides a notice of cancellation to ASI, Buyer shall remain responsible for (i) 5% of the total value of the applicable purchase order if ASI receives the notice of cancellation after Buyer submits such purchase order, but assuming none of the steps detailed below have previously occurred, (ii) 15% of the total value of the applicable purchase order if ASI receives the notice of cancellation after ASI submits for approval any drawings with respect to such purchase order, but assuming none of the steps detailed below have previously occurred, (iii) 25% of the total value of the applicable purchase order if ASI receives the notice of cancellation after any drawings with respect to such purchase order are approved, but assuming none of the steps detailed below have previously occurred, (iv) 60% of the total value of the applicable purchase order if ASI receives the notice of cancellation after ASI has received any materials relating to such purchase order, but assuming none of the steps detailed below have previously occurred, (v) 75% of the total value of the applicable purchase order if ASI receives the notice of cancellation after ASI has begun fabrication with respect to such purchase order, but assuming the step detailed below has not previously occurred, and (vi) 100% of the total value of the applicable purchase order if ASI receives the notice of cancellation after ASI has completed at least 25% of the fabrication with respect to such purchase order.
9. **Inspection:** Final inspection of the Product, where required, must be made at ASI's facility and shall be conclusive except for latent defects. Buyer's representatives may inspect Product during normal business hours, provided 48 hours advance notice is given.
10. **Returned Materials:** No materials may be returned for credit or adjustment without authorization and proper tagging instructions from ASI. If material is authorized to be returned by ASI, such return may be subject to a restocking charge, if applicable, in ASI's sole discretion.
11. **Limited Warranty:** All Products manufactured by ASI are warranted against defects of material or workmanship under normal use and care for a period of one year from the date shipped. This warranty is limited to replacement, without charge, of parts found by ASI to be defective in material or workmanship and does not extend to claims for labor, expenses or other loss occasioned by such defect. ASI's liability to Buyer, except as to title arising out of the supplying of the Product or its uses, whether based upon warranty, contract or negligence, shall be limited to the repair or replacement of the defective or non-conforming part, and shall terminate upon expiration of the warranty period provided for herein. The installation of replacement parts not provided by ASI or its authorized

representatives, as well as damages arising there from, is not covered by this warranty. If Buyer discovers any warranty defects, Buyer must notify ASI thereof in writing during the applicable warranty period. All replacements or repairs necessitated by inadequate maintenance, normal wear and usage, unsuitable power sources or environmental conditions, accident, misuse, improper installation, modification, repair, use of unauthorized replacement parts, storage or handling, or any other cause not the fault of ASI are not covered by this limited warranty, and shall be at Buyer's expense. ASI shall not be obligated to pay any costs or charges incurred by Buyer or any other party except as may be agreed upon in writing in advance by ASI. All costs of dismantling, reinstallation and freight and the time and expenses of ASI's personnel and representatives for site travel and diagnosis under this warranty clause shall be borne by Buyer unless accepted in writing by ASI. Products repaired and/or replaced by ASI during the warranty period shall be in warranty for the remainder of the original warranty period. This limited warranty is the only warranty made by ASI. ASI MAKES NO OTHER WARRANTIES WHATSOEVER AND ASI SPECIFICALLY DISCLAIMS ANY LEGALLY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS (INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE).

12. **Limitation of Liability.** NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, BUYER AGREES THAT ASI SHALL NOT BE LIABLE TO BUYER FOR ANY DELAY IN PERFORMANCE NOR SHALL ASI'S LIABILITY INCLUDE INCIDENTAL, SPECIAL, EXEMPLARY, CONSEQUENTIAL OR PUNITIVE DAMAGES WHETHER OR NOT ASI HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH CLAIM INCLUDING, WITHOUT LIMITATION, LOSS OF TIME, OR LOSS OF ANTICIPATED PROFITS OR REVENUE. IN NO EVENT, REGARDLESS OF THE FORM OF THE CLAIM OR CAUSE OF ACTION (WHETHER BASED IN CONTRACT, INFRINGEMENT, NEGLIGENCE, STRICT LIABILITY, OTHER TORT OR OTHERWISE), SHALL ASI'S LIABILITY TO BUYER AND/OR ITS CUSTOMERS EXCEED THE PRICE TO BUYER OF THE SPECIFIC PRODUCT PROVIDED BY ASI GIVING RISE TO THE CLAIM OR CAUSE OF ACTION. FURTHER, ASI EXPRESSLY DISCLAIMS ALL LIABILITY AND RESPONSIBILITY REGARDING SAFETY TESTING OR WARNINGS NECESSARY OR DESIRABLE IN CONNECTION WITH ANY OF THE PRODUCTS. ASI SHALL HAVE NO LIABILITY OR RESPONSIBILITY TO CONDUCT ANY INVESTIGATION OR INQUIRY WITH RESPECT TO THE FOREGOING.
13. **Indemnification.** Buyer hereby agrees to indemnify and hold ASI harmless from and against penalties, claims, demands, losses, causes of action, suits, judgments, costs and expenses, including reasonable attorneys' and paralegals' fees arising from or in connection with (i) the failure of Buyer to keep, perform and observe its obligations hereunder; (ii) any injury, sickness or death of a person other than any employee, contractor, subcontractor, agent of or other person acting on behalf of or otherwise engaged by ASI (a "ASI Representative") or damage to property to the extent not caused by the grossly negligent act or omission of a ASI Representative; (iii) any injury, sickness or death of a ASI Representative not caused by the negligent act or omission of ASI or a ASI Representative; (iv) the failure of Buyer to comply with and observe all present and future laws, orders, codes, regulations, ordinances, rules and decrees of each governmental agency or instrumentality which may be applicable to the Products or Buyer's business; (v) any actual or alleged infringement of any third party's intellectual property rights to the extent arising from designs, design information, specifications, processes or formulas supplied by Buyer; and (vi) specifications, design information, processes or other information or representation supplied or made by Buyer which proves to be inaccurate or which was not supplied by Buyer but should have been under the circumstances.
14. **Materials Compatibility:** Buyer is solely responsible for determining the compatibility of materials with the Products.
15. **Force Majeure:** Deliveries may be suspended in the case of an act of God, war, riots, fire, explosion, flood, strike, lock-out, injunction, or any cause beyond the control of such party, preventing the manufacture of the goods. If, because of any such circumstance, ASI is unable to supply the total demand for the goods, ASI may allocate its available supply among all of its customers, in an equitable manner. Such deliveries so suspended shall be canceled without liability, but the contract shall otherwise remain unaffected.
16. **Intellectual Property:** Buyer shall promptly notify ASI of any claim or suit involving Buyer, in which such infringement is alleged with respect to the Products, and if ASI is affected, Buyer shall permit ASI to control completely the defense or compromise of any such allegation or infringements if ASI elects to do so. ASI makes no representations or warranties (i) regarding the intellectual property rights of Buyer in any invention, discovery, design or Product provided hereunder and (ii) regarding the prior development or current existence of any invention, discovery, design or product similar to the Products.
17. **Drawing Disclaimer.** The drawings provided by ASI in connection with the manufacturing of the final Product illustrated by such drawings and all information contained in such drawings (collectively, the "Drawings") may contain proprietary information, intellectual property and/or trade secrets of ASI. Buyer shall not reproduce or use the Drawings for any purpose other than for its internal use. Further, Buyer shall not provide the Drawings to any competitor of ASI, which includes, but is not limited to, any person or organization which sells products similar to the Products sold by ASI. Buyer shall hold secret and confidential any and all confidential and proprietary information of ASI, including, without limitation, the Drawings, which Buyer may be exposed to in connection with the purchase of a Product. For the avoidance of doubt, the Drawings shall also include all corrections, additions, extensions, enhancements, upgrades, improvements, modifications, compilations, abridgements of the drawings or other forms in which any portion thereof may be recasted, transformed and/or adapted.
18. **Notices.** All notices and communications given hereunder shall be in writing and deemed to have been given when (i) personally delivered, (ii) one business day after delivery to a nationally recognized overnight courier service, (iii) upon the written confirmation of receipt following the transmission of a telecopy or (iv) three days after being mailed by certified mail, postage prepaid, to the addresses of ASI or Buyer as set forth in the proposal or to such other addresses as either party may request by notice given in accordance with this Section.
19. **Governing Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. THE PARTIES AGREE THAT ALL ACTIONS ARISING OUT OF OR FROM THIS AGREEMENT OR ANY DOCUMENT OR TRANSACTION IN CONNECTION HERewith SHALL BE LITIGATED EXCLUSIVELY IN COURTS HAVING SITUS WITHIN KANE COUNTY, ILLINOIS. THE PARTIES CONSENT TO THE JURISDICTION OF ANY COURT LOCATED WITHIN COOK COUNTY, IL AND IRREVOCABLY WAIVE ANY RIGHT TO CHANGE VENUE OF ANY SUCH ACTION OR OBJECT TO SAID JURISDICTION. NO ACTION OTHER THAN AN ACTION FOR UNPAID PAYMENTS UNDER THIS AGREEMENT MAY BE BROUGHT BY EITHER PARTY MORE THAN TWO YEARS AFTER THE CAUSE OF ACTION HAS ACCRUED.
20. **General provisions.** The relationship of the parties shall be that of independent contractors and not as partners or joint venturers. Each party is, and is intended to be, engaged in its own and entirely separate business. Except as expressly set forth herein, any waiver by any party of its rights under this Agreement shall be in writing and signed by the party waiving such right. The failure of either party to enforce any of the provisions of this Agreement or any rights in respect thereto, or to exercise any election herein provided, shall not waive such provisions, rights or subsequent breaches thereof. No course of dealing shall be deemed to constitute a continuing waiver of any breach or default or right or remedy hereunder. Buyer shall not assign its rights or obligations under this Agreement to any party without ASI's prior written consent. This Agreement shall be binding upon and inure to the benefit of the parties and their respective representatives, successors and assigns. Except as otherwise stated herein, termination of this Agreement shall not release either party from any liability or obligation which has accrued as of the date of such termination.