

UOP STANDARD TERMS OF SALE FOR PRODUCTS (excluding additional terms applicable to products containing precious metals)

1. PAYMENTS - Unless otherwise agreed by UOP in writing, payment for all orders will be made at the time of order placement. Partial shipments will be invoiced as they are shipped. UOP is not required to provide a hard copy of the invoice. Payments must be made in US Dollars currency unless agreed otherwise in writing and must be accompanied by remittance detail containing at a minimum the Company's order number, UOP's invoice number and amount paid per invoice; Company agrees to pay a service fee in the amount of \$500 for each occurrence for its failure to include the remittance detail and minimum information described above. Payments must be in accordance with the "Remit To" field on each invoice.

Disputes as to invoices must be accompanied by detailed supporting information and are deemed waived 15 calendar days following the invoice date. UOP reserves the right to correct any inaccurate invoices. Any corrected invoice must be paid by the original invoice payment due date or the issuance date of the corrected invoice, whichever is later. If Company is delinquent in payment to UOP, UOP may at its option: A. withhold performance until all delinquent amounts and late charges, if any, are paid; B. repossess products for which payment has not been made; C. assess late charges on delinquent amounts at the lower of 1.5% per month or the maximum rate permitted by law, for each full or partial month; D. recover all costs of collection, including but not limited to reasonable attorneys' fees; E. combine any of the above rights and remedies as may be permitted at law or in equity by applicable law.

Payment by Company will not be construed as an express or implied grant of any rights under any of UOP's patents to make, use or sell the products, except the right to use the products for the purpose for which they are sold by UOP.

UOP may, from time to time and in its sole discretion, issue surcharges under this Agreement in order to mitigate and/or recover increased operating costs arising from or related to, without limitation: (a) foreign currency exchange variation; (b) increased cost of third-party content, labor and materials; (c) impact of duties, tariffs, and other government actions; and (d) any other circumstances that increase UOP's costs, including, without limitation, increases in freight, labor, material or component costs, and increased costs due to inflation (collectively, "Economic Surcharges").

UOP will invoice Company, through a revised or separate invoice, and Company agrees to pay for the Economic Surcharges pursuant to the standard payment terms in this Agreement. If a dispute arises with respect to Economic Surcharges, and that dispute remains open for more than fifteen (15) days, UOP may, in its sole discretion, withhold performance and future shipments or combine any other rights and remedies as may be provided under this Agreement or permitted by law until the dispute is resolved.

The terms of this section shall prevail in the event of inconsistency with any other terms in this Agreement. Any Economic Surcharges, as well as the timing, effectiveness, and method of determination thereof, will be separate from and in addition to any changes to pricing that are affected by any other provisions in this Agreement.

2. TAXES - Taxes, duties, tariffs and charges related to this Agreement are the responsibility of Company and UOP will invoice Company for these separately unless Company provides documentation verifying exemption.

3. SETOFF - Company will not set off or recoup invoiced amounts or any portion thereof against sums that are due or may become due from UOP, its parents, Affiliates, subsidiaries or other divisions or units.

4. CHANGES - Company may request changes to the scope of this Agreement subject to written acceptance by UOP.

5. COMPANY CAUSED DELAY - If Company or Company designated supplier causes any delay, UOP is entitled to adjust price, schedule and other affected terms. Company or Company's designated supplier will notify UOP immediately upon becoming aware of any circumstances that may cause a delay in delivery of products under any accepted Order; such notification will not relieve Company of any liability for breach of its obligations under this Agreement.

6. NONDISCLOSURE AND NON-USE OF PROPRIETARY INFORMATION & PRODUCTS - "Proprietary Information" means: (1) Technical Information and (2) Business Information. "Technical Information" means, as applicable: (a) when Company is the disclosing party under this Agreement, the data of Company or parties under Company's control in connection with the products and services which is made available by Company or its nominee to UOP or its Affiliates under this Agreement; and (b) when UOP is the disclosing party under this Agreement, the engineering, design, other technical information of UOP and its Affiliates regarding the products and services, including but not limited to the information generated by, the compositional information embodied in, and the physical and chemical characteristics, of the products, or otherwise made available by UOP or its nominee to Company under this Agreement. "Business Information" means business related information including but not limited to pricing or marketing, the terms and conditions of any proposed or actual agreement between the parties or their Affiliates, and either party's or its Affiliates' business policies, or practices. "Permitted Activities" means, as applicable: (a) with respect to Company, use of UOP Proprietary Information for the use of the products in the applicable unit, and (b) with respect to UOP, use of Company Proprietary Information to supply the products and to the extent necessary in the performance of UOP's and its Affiliates' business including providing products or services for Company from UOP and its Affiliates and not from any other source.

The receiving party will hold each item of Proprietary Information disclosed confidential and will not copy or use Proprietary Information except as necessary for the Permitted Activities. The receiving party will protect Proprietary Information using the same degree of care it uses to protect its own Proprietary Information, but in no event less than a reasonable degree of care. Each party will retain ownership of its Proprietary Information including, without limitation, all rights in patents, copyrights, trademarks and trade secrets. No right or license is granted by this clause to either party or its customers, employees or agents, expressly or by implication, with respect to the Proprietary Information or any patent, patent application or other proprietary right of the other party, notwithstanding the expiration of the confidentiality obligations stated in this clause. The receiving party's obligations under this clause with respect to Business Information will terminate 10 years after the effective date of this Agreement.

The receiving party has no duty to protect any information that is: (a) developed by receiving party and in its possession before receiving party's receipt of such information under this Agreement; (b) in the public domain before receiving party's receipt of such information under this Agreement, or which subsequently enters the public domain through no act or omission by receiving party; (c) rightfully furnished to receiving party by a third party without restrictions on use, copying or disclosure; or (d) corresponding to that independently developed by any of the receiving party's or its Affiliates' employees or agents who have not had access to or who have not been informed of the substance of the information furnished to the receiving party by the disclosing party. The above exceptions will not be construed as an express or implied grant under any intellectual property rights of disclosing party. An individual feature of the Proprietary Information will not be considered to be within the above exceptions merely because the feature is embraced by general information within the exceptions. A combination of features of the Proprietary Information will not be considered to be within the above exceptions unless the combination itself and its principle of operation are within the exceptions.

The receiving party may disclose the Proprietary Information only to its and its Affiliates' employees and contract employees having a "need to know" with respect to the Permitted Activities. The receiving party will ensure each employee or contract employee to whom Proprietary Information is disclosed is aware of this Agreement and has signed a contract making them subject to confidentiality obligations no less stringent than those imposed upon the receiving party under this Agreement.

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Despite the restrictions on disclosure in this Agreement UOP may to extent necessary for UOP's Permitted Activities disclose Proprietary Information to any third party who has signed an agreement with UOP, its Affiliate or Company containing appropriate restrictions on use, copying and disclosure.

Company will not analyze nor reverse engineer any products nor furnish samples of products to others and Company shall prevent others from acquiring from Company any information concerning or samples of the products. The products that are proprietary to UOP must be used only for the purpose for which they are furnished and will not be used for any other purpose or transshipped to any other destination without UOP's prior written consent.

If the Company is not the end user, the furnishing by UOP to Company of the products and the Proprietary Information of UOP for use by an end user (where authorized by UOP) shall be conditional upon Company causing any end user and/or all other intermediaries involved in the sale and supply of the products to the end user to be bound by the restrictions on use and disclosure no less onerous than those contained in this clause.

The terms and conditions of this clause will survive expiration or termination of this Agreement.

7. DELIVERY - Unless the parties otherwise mutually agree in writing on the transfer of title and risk of loss or damage of the products, for products shipped outside the country of UOP's designated shipping site, title and risk of loss or damage to the products will pass from UOP to Company at the point in time immediately after the products leave the territorial waters of such country if shipped via ocean transport, or leave the overlying airspace of such country if shipped via air transport, or cross the border of such country and enter into a foreign jurisdiction if shipped via ground transport, whichever occurs first; and for products shipped to Company's destination within the country of UOP's designated shipping site, title and risk of loss or damage of the products will pass from UOP to Company at the point in time the products are loaded on the freight carrier at UOP's designated shipping site. Deliveries may be made on or before the requested delivery date and in partial shipments. Claims for shortages must be made in writing to UOP within 20 days after delivery otherwise all products are deemed delivered and accepted.

8. EXPORT AND SANCTIONS

Export. Company is responsible for compliance with all applicable import and export control laws and regulations.

Sanctions. Relating to the entry into and performance pursuant to this Agreement, Company will comply with all Sanctions Laws, including regulations administered by the United States of America, the European Union and its Member States, the United Kingdom, and the United Nations ("Sanctions Laws"). Company will not sell, export, re-export, divert, use or otherwise transfer, any UOP products, technology, software, or proprietary information: (i) to or for any Sanctioned Persons or Sanctioned Jurisdictions; or (ii) for purposes prohibited by any Sanctions Laws. Company agrees that UOP may take any and all actions relating to this transaction or Agreement that are required to ensure full compliance with all Sanctions Laws without UOP incurring any liability. For the purpose of this paragraph, Sanctioned Persons are defined as any individual or entity: (1) named on a governmental denied party or restricted list, including but not limited to: the Office of Foreign Assets Control ("OFAC") list of Specially Designated Nationals and Blocked Persons ("SDN List"), the OFAC Sectoral Sanctions Identifications List ("SSI List"), and the sanctions lists under any other Sanctions Laws; (2) organized under the laws of, ordinarily resident in, or physically located in a jurisdiction subject to comprehensive sanctions administered by OFAC (currently Cuba, Iran, North Korea, Syria, and the Crimea region of Ukraine/Russia) ("Sanctioned Jurisdictions"); and/or (3) owned or controlled, directly or indirectly, 50% or more in the aggregate by one or more of any of the foregoing.

9. EXCUSABLE DELAY OR NONPERFORMANCE - Except for payment obligations, neither party will be liable to the other for any failure to meet its obligations due to any force majeure event. Force majeure is an event beyond the reasonable control of the non-performing party and may include but is not limited to: A. Delays or refusals to grant an export license or the suspension or revocation thereof, B. Any other acts of any government that would limit a party's ability to perform under this Agreement, C. Fires, earthquakes, floods, tropical storms, hurricanes, tornadoes, severe weather conditions, or any other acts of God, D. Quarantines or regional medical crises, E. Shortages or inability to obtain materials, equipment, energy, or components, F. Labor strikes or lockouts, and G. Riots, strife, insurrection, civil disobedience, landowner disturbances, armed conflict, terrorism or war, declared or not (or impending threat of any of the foregoing, if such threat might reasonably be expected to cause injury to people or property) H. Inability or refusal by Company's directed third party suppliers to provide UOP parts, services, manuals, or other information necessary to the products or services to be provided by UOP under this Agreement.

If a force majeure event causes a delay, then the date of performance will be extended by the period of time that the non-performing party is actually delayed, or for any other period as the parties may agree in writing. Notwithstanding the prior sentence, quantities affected by this force majeure clause may, at the option of UOP, be eliminated from this Agreement without liability, but this Agreement will remain otherwise unaffected. When performance is excused, UOP may allocate its services and products in any manner that is fair and reasonable. However, UOP will not be obligated to obtain services, materials or products from other sources or to allocate materials obtained by UOP from third parties for UOP's internal use.

10. TERMINATION - Either party may terminate this Agreement and any or all unperformed orders arising out of or related to this Agreement, by giving written notice to the other party upon the occurrence of any of the following events: A. the other party materially breaches this Agreement and fails to remedy the breach within 60 calendar days after receipt of written notice that specifies the grounds for the material breach; B. the other party fails to make any payment required to be made under this Agreement when due, and fails to remedy the breach within 3 calendar days after receipt of written notice of non-payment; or C. any insolvency or suspension of the other party's operations or any petition filed or proceeding made by or against the other party under any state, federal or other applicable law relating to bankruptcy, arrangement, reorganization, receivership or assignment for the benefit of creditors or other similar proceedings.

Termination does not affect any debt, claim or cause of action accruing to any party against the other before the termination. The rights of termination provided above in this clause may be combined with any other rights and remedies as may be permitted by applicable law or in equity.

If not sooner terminated as provided above in this clause, this Agreement will terminate upon the expiration of the last of the warranty period or 18 months after the effective date.

After any termination under this clause, neither party will have any further rights or obligations under this Agreement except:

- (i) Company will remain liable under this Agreement for any amounts accrued prior to termination; and
- (ii) the restrictions on use, copying and disclosure of Proprietary Information under clause 6 and the liability limitations in clause 12 will remain in effect.

11. GOVERNING LAW & JURISDICTION - This Agreement and all matters related to this Agreement will be governed by, construed in accordance with, and enforced under the laws of the country in which the UOP legal entity is organized, without regard to conflicts of law principles, or for UOP legal entity organized in the United States, the laws of the State of Illinois, without regard to conflicts of law principles. The courts of the country in which the UOP legal entity is organized, or for the United States the Federal courts of the State of Illinois, as applicable, will have exclusive jurisdiction to adjudicate any dispute arising out of or related to this Agreement and the parties hereby submit to the jurisdiction of such courts. Application of the United Nations Convention on Contracts for the International Sale of Goods, 1980, and any successor law is specifically excluded. Company will not bring a legal or equitable action more than one year after the cause of action arose unless a shorter period is provided by applicable law.

12. LIMITATION OF LIABILITY – Warranty for Products. UOP warrants that upon delivery the products will be of merchantable quality. Company must provide UOP with written notice of any claim for breach of such warranty upon the earlier to occur of (i) 12 months from the date of delivery or (ii) 6 months from the date of first use. As the sole and exclusive remedy for breach of such warranty, UOP will repair or replace the defective products at its cost. Company will bear all other costs, including, without limitation, transportation costs, removal or re-installation costs and labor costs of any Company employees or Company's other contractor(s)' employees. UOP will have no liability for products which have been consumed, which have been misused or subjected to detrimental exposure or accident or which

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have been treated or modified in a manner contrary to UOP's instructions. If there is a separate agreement with UOP or its Affiliate relating to the performance of the products, the guarantee(s) made therein shall be deemed to supersede and replace the above warranty. **Warranty for Services.** UOP warrants that the services provided by it shall be performed in accordance with accepted engineering practices. Company must provide UOP with written notice of any claim for breach of such warranty must be made in writing to UOP within 6 months after completion of the services. As the sole and exclusive remedy for breach of such warranty, UOP shall re-perform, at UOP's expense, that portion of the services for which a breach has occurred. **Infringement Indemnity.** UOP will pay damages finally awarded in any suit against Company based upon a finding that the design, composition, or construction of the products sold under these terms directly infringes an unaffiliated third party's U.S. patent (or an unaffiliated third party foreign patent corresponding to an unaffiliated third party U.S. patent) in force as of the shipment date, provided that Company has promptly notified UOP in writing of such claim of infringement, UOP has been given the right, solely at its option and expense, to defend and/or settle the claim and Company has provided UOP all reasonable assistance in the defense and/or settlement of the claim. These terms expressly disclaim and do not contain any warranties of noninfringement of intellectual property rights of any kind whatsoever. This indemnity does not apply to any claim of infringement arising from the use of any products by itself or in combination with other material or in the operation of any process, any products specially manufactured or modified by UOP according to specifications furnished by Company, or any products not used for its ordinary purpose. This indemnity states UOP's entire liability and Company's exclusive remedy for any actual or alleged infringement of intellectual property rights.

THESE WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE. NO EXTENSION OF ANY WARRANTY WILL BE BINDING UPON UOP UNLESS SET FORTH IN WRITING AND SIGNED BY UOP'S AUTHORIZED REPRESENTATIVE.

IN NO EVENT WILL UOP BE LIABLE FOR ANY INCIDENTAL CONSEQUENTIAL, SPECIAL, PUNITIVE, STATUTORY, OR INDIRECT DAMAGES, LOSS OF PROFITS, REVENUES, OR USE, OR THE LOSS OR CORRUPTION OF DATA, OR LOSS OF PRODUCTIVITY, OR LOSS OF GOODWILL, EVEN IF INFORMED OF THE POSSIBILITY OF THESE DAMAGES AND NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. THE AGGREGATE LIABILITY OF UOP FOR ANY CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED PURCHASE PRICE RECEIVED BY UOP FROM COMPANY FOR THE PRODUCTS IN QUESTION. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THESE LIMITATIONS AND EXCLUSIONS WILL APPLY REGARDLESS OF WHETHER LIABILITY ARISES FROM BREACH OF CONTRACT, INDEMNITY, WARRANTY, TORT, OPERATION OF LAW, OR OTHERWISE.

13. DATA PRIVACY - Each party acknowledges and agrees that it may process certain business contact details relating to individuals engaged by the other party in the performance of that other party's obligations under this Agreement ("Staff"). Each party will take appropriate technical and organizational measures to protect such personal data against any security breaches and shall securely delete it once no longer required for the purposes for which it is processed. Where appropriate and in accordance with the applicable data protection legislation, each party shall inform its own Staff that they may exercise their rights in respect of their personal data against the other party by sending a written request with proof of identity to the other party.

14. GENERAL PROVISIONS

Affiliates. In this Agreement, the term 'Affiliate' means any company in which the company in question, directly or indirectly, at the time in question owns, or has control of or is under common control with, where "control" means the direct or indirect possession of the power to direct or cause the direction of the management and policies of a company, whether through the ownership of voting securities, by contract or otherwise.

Assignment. Neither party will assign any rights or obligations under this Agreement without the advance written consent of the other party, which consent will not be unreasonably withheld or delayed except that either party may assign this Agreement in connection with the sale or transfer of all or substantially all of the assets of the product line or business to which it pertains. Any attempt to assign or delegate in violation of this clause will be void. No assignment will be valid until the assignee has assumed in writing all of the rights and obligations of the assignor under this Agreement. Assignment of this Agreement will not relieve the assignor of its obligations under clause 6.

Precious Metals. For orders for products containing precious metals, the precious metals shall be supplied by the Company to UOP and the additional terms and conditions set out in UOP's proposal in relation to such precious metals shall apply in addition to these terms and conditions.

Remedies. Except where specified to the contrary, the express remedies provided in this Agreement for breaches by UOP are in substitution for remedies provided by law or otherwise.

Severability. If any provision or portion of a provision of this Agreement is determined to be illegal, invalid, or unenforceable, the validity of the remaining provisions will not be affected. The parties may agree to replace the stricken provision with a valid and enforceable provision.

Subcontractors. UOP has the right to subcontract its obligations under this Agreement. Use of a subcontractor will not release UOP from liability under this Agreement for performance of the subcontracted obligations.

Survival. Provisions of this Agreement that by their nature should continue in force beyond the completion or termination of this Agreement, or any associated orders, will remain in force.

Third Party Beneficiaries. Except as expressly provided to the contrary in this Agreement, the provisions of this Agreement are for the benefit of the parties only and not for the benefit of any third party.

Waiver. Failure of either party to enforce at any time any of the provisions of this Agreement will not be construed to be a continuing waiver of any provisions hereunder.

Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all previous agreements, communications, or representations, either verbal or written between the parties hereto. Any oral understandings are expressly excluded. This Agreement may not be changed, altered, supplemented or added to except by the mutual written consent of the parties' authorized representatives.

UOP's sale is limited to the terms herein and any additional or different terms or conditions in Company's purchase order or any other agreement or understanding are deemed to be material alterations and are rejected and not binding upon UOP. UOP's acceptance of Company's purchase order is expressly conditional upon Company's acceptance of these terms.