

## GENERAL TERMS AND CONDITIONS OF SALE

**1. Definitions.** Capitalized terms used but not defined herein have the following meanings:

- a. "**Agreement**" means any offer, proposal, bid, quotation, purchase order, confirmation, or agreement regarding the sale of Goods.
- b. "**Goods**" means any goods sold by Palm to Buyer pursuant to or in connection with an Agreement, including, without limitation, chemicals, precursors, catalysts, solutions, and materials.
- c. "**Terms**" means these General Terms and Conditions of Sale.
- d. "**Palm**" means Palm Commodities International, LLC.

**2. Applicability and Entire Agreement.** These Terms apply to and are incorporated into any Agreement to which they are attached or referenced as though fully set forth in such Agreement. Together with the Agreement, these Terms: (i) constitute the entire agreement between you ("**Buyer**") and Palm for the sale of Goods; (ii) supersede all prior or contemporaneous discussions, proposals, negotiations, representations, warranties, agreements, and communications, both written and oral, regarding the same; and (iii) exclude any terms or conditions provided by Buyer, which will be null and void and of no force. THE SALE OF ANY GOODS BY PALM IS SUBJECT TO, EXPRESSLY LIMITED TO, AND EXPRESSLY CONDITIONED UPON BUYER'S ACCEPTANCE OF THESE TERMS. IF THERE IS A DISCREPANCY BETWEEN THE AGREEMENT AND THESE TERMS, THEN THESE TERMS PREVAIL TO THE EXTENT OF THE DISCREPANCY UNLESS OTHERWISE STATED IN THE AGREEMENT. ANY TERMS OR CONDITIONS SUBMITTED BY BUYER TO PALM THAT ARE INCONSISTENT WITH, DIFFERENT THAN, OR ADDITIONAL TO THESE TERMS ARE HEREBY REJECTED. FULFILLMENT OF BUYER'S PURCHASE ORDER DOES NOT CONSTITUTE ACCEPTANCE OF BUYER'S TERMS AND CONDITIONS AND DOES NOT MODIFY OR AMEND THESE TERMS.

**3. Orders.** Unless otherwise set forth in the Agreement, all proposals, bids, and quotations provided by Palm are non-binding and subject to change. All purchase orders provided by Buyer, even if submitted pursuant to an offer or quotation, will only be deemed accepted upon written confirmation by Palm. Once accepted by Palm, orders are non-cancellable.

**4. Delivery and Acceptance.** Unless otherwise set forth in the Agreement, all Goods will be delivered EXW Palm's facility (Incoterms® 2010). Palm reserves the right to cause Goods to be shipped from an affiliate's facility. Risk of loss will pass to Buyer upon shipment. Each delivery constitutes a separate sale. All delivery times set forth in the Agreement are non-binding estimates, and Buyer may not reject Goods or be entitled to a reduction in price simply because Goods are delivered outside of such times. Buyer shall inspect all Goods within five (5) business days of their receipt and provide Palm with written Notice (as defined below) of acceptance or rejection. If Buyer fails to provide Palm with such Notice, then Goods will be deemed accepted by Buyer. Palm's invoice weights shall govern unless a variance of more than five percent (5%) from the quantity set forth in the Agreement is proven to Palm's satisfaction.

**5. Price and Transfer of Title.** Unless otherwise set forth in the Agreement, the price of Goods excludes all taxes, duties, fees, and other charges, which are the responsibility of Buyer. If Palm is required to collect or pay any such taxes, duties, fees, or charges upon the sale of Goods, then Palm may add such amounts to the price and they will be paid by Buyer. Title to Goods will transfer from Palm to Buyer upon shipment. Buyer assumes all risk and liability for, and hereby agrees to indemnify and hold Palm harmless from and against, all losses, liabilities, damages, and claims whatsoever (whether for personal injury, property damage, or otherwise), arising out of the transportation, unloading, storage, handling, or use of any Goods after title passes to Buyer.

**6. Payment Terms.** Unless otherwise set forth in the Agreement, Buyer shall pay for Goods within thirty (30) days after the date of the applicable invoice. If Buyer's creditworthiness changes, then Palm may demand advance payment for Goods or other means of financial security, including a letter of credit. In addition to any other legal remedy, if Buyer is in default, then Palm may cancel all further deliveries to Buyer. Buyer shall make all payments unconditionally and without any setoff, recoupment, counterclaim, or withholding of payment of any fees due and payable under the Agreement by reason of any claim or dispute with Palm, applicable law, or otherwise. All past-due amounts will incur interest at the lesser of one percent (1%) per month or the highest rate permissible under applicable law. Buyer shall be responsible for all costs and expenses incurred by Palm, including, without limitation, attorneys' fees, in connection with collecting such amounts.

**7. Termination.** Unless otherwise set forth therein, Buyer may not terminate the Agreement. If Buyer terminates the Agreement, then Buyer shall reimburse Palm for all costs and expenses incurred by Palm as a result of performing the Agreement prior to the date of termination. Such costs and expenses may include, without limitation, raw materials, labor, and production costs. In addition to any remedies that may be provided under these Terms, Palm may terminate the Agreement with immediate effect upon written Notice to Buyer if Buyer: (i) fails to pay any amount when due under the Agreement; (ii) has not otherwise performed or complied with any of these Terms, in whole or in part; or (iii) becomes debarred, suspended, or identified as a denied party by any applicable government agency; (iv) becomes insolvent, files a petition for bankruptcy, or commences or has commenced against it proceedings relating to bankruptcy, receivership,

reorganization, or assignment for the benefit of creditors; or (v) violates, or is reasonably believed to have violated, applicable law, including anti-bribery, anti-corruption, or anti-money laundering laws.

**8. Infringement.** Buyer hereby represents and warrants to Palm that, to the extent that any Goods are manufactured based on Buyer's specifications, such Goods will not infringe or misappropriate any third party's intellectual property rights or trade secrets. Buyer shall indemnify, defend, and hold Palm, including its shareholders, directors, officers, employees, customers, subsidiaries, affiliates, and representatives, harmless from and against any and all claims, actions, demands, suits, proceedings, damages, liabilities, fines, fees, settlements, penalties, costs, and expenses (including court costs and reasonable attorneys' fees) arising out of or related to any breach of this Section.

**9. Limited Warranty.** Palm hereby warrants to Buyer that the Goods will, at the time of delivery, materially comply with Palm's printed specifications ("**Warranty**"). Buyer's sole and exclusive remedy for any breach of the Warranty is, at Palm's option: (i) repair or replacement of the non-conforming Goods; or (ii) reimbursement of that portion of the purchase price attributable to the non-conforming Goods. Unless otherwise set forth in the Agreement, Buyer must provide written Notice to Palm of any claim under the Warranty, specifying the particular non-conformance, within fifteen (15) days after Buyer becomes aware of the alleged breach of Warranty, and, in any event, no later than twelve (12) months after delivery, or such claim will be deemed to be barred and waived. The Warranty DOES NOT cover Goods that: (a) have been subject to misuse, negligence, accident, or improper maintenance or storage; (b) have been altered without Palm's prior written consent; or (c) based on Palm's examination, do not disclose to Palm's satisfaction nonconformance to the Warranty. Palm makes no warranty as to the intended use or application of the Goods by Buyer. Goods may not be returned without written authorization from Palm and all costs of return will be the responsibility of Buyer. PALM HEREBY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED AND WHETHER ARISING BY OPERATION OF LAW, COURSE OF DEALING, OR USAGE OF TRADE, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

**10. Disclaimer of Damages and Limitation of Liability.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, PALM HEREBY DISCLAIMS ALL, AND SHALL NOT BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY, SPECIAL, CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, ENHANCED, OR PUNITIVE DAMAGES, LOST PROFITS OR REVENUES, OR DIMINUTION IN VALUE, INCLUDING, WITHOUT LIMITATION, DAMAGES ARISING OUT OF THE DELIVERY, NON-DELIVERY, SALE, RESALE, OR USE OF THE GOODS, LOST PROFITS, OR PRODUCTION DOWN-TIME, WHETHER BASED ON CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, AS A RESULT OF THE AGREEMENT OR THESE TERMS, EVEN IF SUCH DAMAGES WERE FORESEEABLE OR PALM HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. PALM'S MAXIMUM LIABILITY UNDER THE AGREEMENT AND THESE TERMS WILL NOT EXCEED THE PURCHASE PRICE OF THE GOODS FOR WHICH ANY CLAIM IS MADE.

**11. Intellectual Property.** Palm hereby grants to Buyer a limited, perpetual, worldwide, royalty-free, fully paid-up, non-exclusive license to use the Goods as specifically set forth in the Agreement ("**License**"). Except for the License, Palm does not grant to Buyer, and Buyer does not acquire from Palm, any right, title, or interest in, to, or under any intellectual property owned or licensed by Palm, regardless of whether such intellectual property is incorporated into the Goods. All such intellectual property will remain the property of Palm. Without Palm's prior written consent, Buyer shall not, directly or indirectly: (i) reverse engineer any Goods; (ii) file any patent application based on the Goods; or (iii) challenge or attempt to invalidate any of Palm's intellectual property associated with the Goods.

**12. Security Interest.** To secure payment of the purchase price of the Goods and Buyer's performance under the Agreement and these Terms, Buyer hereby pledges and grants to Palm a continuing lien on, and purchase-money security interest ("**Security Interest**") in and to, all of Buyer's right, title, and interest in, to, and under the following collateral, wherever located and whether now existing or later acquired: (i) all Goods; (ii) all products, goods, work-in-process, inventory, and other personal property of every kind and nature manufactured, produced, or incorporating the Goods; (iii) all instruments, promissory notes, chattel paper, letters of credit, letter-of-credit rights, money, general intangibles, including payment intangibles, and all other contract rights arising from each of the foregoing; and (iv) all proceeds, products, profits, and income from each of the foregoing, including insurance proceeds. Buyer hereby authorizes Palm to prepare and file financing statements, and any amendments thereto, in all jurisdictions that Palm deems necessary to perfect and maintain perfection of the Security Interest, without Buyer's signature. If the Goods are combined or comingled with other goods to produce new products, then the Security Interest extends to such products and Buyer hereby assigns to Palm all of Buyer's right, title, and interest in and to such products.

**13. Confidentiality.** Buyer shall not release or publish to any third party, whether orally or in writing, the Agreement or any specifications, designs, drawings, data, or other information provided by Palm, whether oral, written, electronic, graphic, or otherwise, related to the Goods or the Agreement without Palm's prior written consent.

**14. Setoff.** Palm may, without prejudice to its other rights and remedies, setoff any liability that Palm owes to Buyer against any liability that Buyer owes to Palm under the Agreement, regardless of whether such liability is matured or liquidated.

**15. Compliance with Laws.** Buyer shall handle, store, process, use, and transfer Goods in compliance with all applicable: (i) safety information provided by Palm; and (ii) laws, rules, and regulations, including, without limitation, those regarding environmental health and safety. Buyer hereby represents to Palm that Buyer: (a) is a sophisticated consumer and possesses all requisite skill and expertise necessary to handle, store, process, use, and transfer the Goods, which may contain toxic, hazardous, or otherwise dangerous substances; and (b) has all necessary licenses, certificates, permits, and consents required to use the Goods.

**16. Trade Compliance.** The Goods, including any software, documentation, and technical data related thereto (collectively, "Controlled Goods"), may be subject to certain trade laws, rules, and regulations, including, without limitation, the Export Administration Regulations (EAR) of the U.S. Department of Commerce ("Trade Laws"). Buyer shall comply with all applicable Trade Laws related to any Controlled Goods. Buyer shall not export, re-export, or release any Controlled Goods, directly or indirectly, to any jurisdiction to which, or person to whom, such export, re-export, or release is prohibited by any applicable Trade Laws. It is Buyer's responsibility to obtain any licenses or other approvals required by any applicable Trade Laws. Buyer will complete any documents requested by Palm prior to exporting, re-exporting, or releasing any Controlled Goods. Customer shall indemnify, defend, and hold Palm, including its shareholders, directors, officers, employees, affiliates, successors, and permitted assigns, harmless from and against any breach of this Section by Buyer or any of its shareholders, directors, officers, employees, affiliates, successors, permitted assigns, customers, agents, distributors, resellers, or vendors.

**17. Changes.** Palm shall have no liability to Buyer for any costs, lost profits, or other damages resulting from any design or specification change or product discontinuance. If Buyer desires product changes, then Buyer shall submit a written request to Palm for consideration. Within a reasonable period thereafter, Palm shall notify Buyer of its acceptance or rejection of Buyer's request. If accepted, then Palm shall provide Buyer with its charges for the product change and a proposed implementation date.

**18. Government Approvals.** Each party is responsible for compliance with and for obtaining such approvals and/or permits as may be required under national, state, and local laws, ordinances, regulations, and rules as may be applicable to the performance of their respective responsibilities and obligations under the Agreement.

**19. Governing Law and Arbitration.** The Agreement and these Terms are governed by the laws of the State of Tennessee, without regard to its conflict-of-law principles. Any claim or controversy arising out of the Agreement or these Terms must be brought exclusively in a court of competent jurisdiction located in Nashville, Tennessee. Buyer hereby waives any and all defenses that it may have regarding such jurisdiction or venue. Notwithstanding the foregoing, if Buyer exists under the laws of any non-U.S. jurisdiction, then any claim or controversy arising out of or relating to the Agreement or these Terms will be resolved by a panel of three (3) arbitrators in an arbitration administered by the International Centre for Dispute Resolution (ICDR) in accordance with its International Arbitration Rules in effect at the time the arbitration is initiated. Any such arbitration will take place at

the offices of the ICDR in New York, New York, and will be conducted in the English language. Any monetary awards will be in USD. The arbitrators will be empowered to award declaratory and interim relief. The prevailing party will be entitled to recover its reasonable attorneys' fees, expenses, and costs as determined in the discretion of the arbitrators. Judgment on any award rendered pursuant to this Section may be entered by any court having jurisdiction thereof or over the relevant party or its assets. The U.N. Convention on Contracts for the International Sale of Goods does not apply to the Order or these Terms.

**20. Notices.** All notices, request, consents, claims, demands, waivers, and other communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at the addresses set forth on the face of the Agreement or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by personal delivery, recognized overnight courier (with all fees prepaid), or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only: (i) upon receipt of the receiving party, and (ii) if the party giving the Notice has complied with the requirements of this Section.

**21. Severability and Waiver.** If any provision of the Agreement or these Terms is deemed invalid or unenforceable, then such provision will be severed from the Agreement or these Terms, as applicable, and have no further impact on the remaining provisions. No waiver by Palm of any of the provisions of the Agreement or these Terms is effective unless explicitly set forth in writing and signed by a duly authorized representative of Palm. No single or partial exercise of any right, remedy, power, or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

**22. Amendment and Assignment.** Any amendment or modification of the Agreement or these Terms will be null and void and of no force unless it: (i) is in writing; (ii) is signed by a duly authorized representative of each party; (iii) expressly refers to the specific provision to be amended; and (iv) expressly indicates the parties' agreement to amend such provision. Buyer shall not assign, delegate, or subcontract its rights or obligations under the Agreement or these Terms without the prior written consent of Palm, and any attempted assignment, delegation, or subcontract without such consent will be void.

**23. No Third-Party Beneficiaries.** The Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or will confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of these Terms.

**24. Force Majeure.** Palm will be excused from its obligations under the Agreement and these Terms to the extent prevented or delayed by circumstances beyond its reasonable control, including, without limitation, fire, flood, natural disaster, change in applicable law, difficulty sourcing raw materials, war, equipment breakdown, strike, lockout, labor dispute, and interruption in utilities or transportation.

**25. Survival.** The following Sections of these Terms survive the expiration or termination of the Agreement: 5 (Price and Transfer of Title); 7 (Termination); 8 (Infringement); 9 (Limited Warranty); 10 (Disclaimer of Damages and Limitation of Liability); 11 (Intellectual Property); 12 (Security Interest); 13 (Confidentiality); 14 (Setoff); 16 (Trade and AML Compliance); and 19 (Governing Law and Arbitration).