

TERMS AND CONDITIONS OF PURCHASE

- 1. Acknowledgment.** These terms and conditions of purchase ("Terms") apply to the purchase of goods or services ("Goods") made by EMCO Chemical Distributors, Inc., EMCO-Inortech ULC ("EMCO-Inortech"), or any of their parents, subsidiaries, or affiliates (collectively referred to as "Buyer") from supplier ("Supplier") absent a written agreement between the parties for the provision of such Goods. Any quotation, acknowledgment of Buyer's order, or other communication from Supplier containing terms additional to or different from these Terms are rejected. Buyer's purchase is conditioned upon Supplier's acceptance of these Terms. Buyer's reference to Supplier's quotation or other materials when placing an order does not imply acceptance of any terms and conditions contained in such materials.
- 2. Invoices.** All invoices must be submitted within thirty (30) days of delivery of the underlying Goods.
- 3. Packaging Specifications.** Supplier shall comply with any packaging specifications provided by Buyer or, if no such specifications are provided, Supplier shall package Goods in accordance with industry standards. Supplier shall ship Goods to Buyer in packages of sufficient strength given the Goods at issue and the mode of transit utilized and constructed so as to minimize damage.
- 4. Changes.** Buyer reserves the right to make changes or additions to its order, including changes or additions to any specifications, drawings, instructions, packing or shipment instructions, or time of delivery. If any change causes a material increase or decrease in Supplier's cost or affects the delivery schedule, an equitable adjustment may be made, and the order price or delivery schedule adjusted accordingly. Price increases or extensions of time for delivery must be agreed to by Buyer in writing.
- 5. Warranty.** Supplier warrants (a) all Goods to be free from defects in materials, workmanship and design, and to fully conform with the specifications, drawings, acceptable quality levels, and samples of Supplier or Buyer, and to be fit for the use intended by Buyer; (b) title to all Goods shall be transferred to Buyer free and clear of all liens, claims, and encumbrances; (c) all Goods, specifications, formulas, printed materials, information, and labels provided by Supplier to Buyer do not infringe any patent, copyright, trademark, or other intellectual property right of a third party; and (d) if a safety data sheet or material safety data sheet ("SDS") or other markings or labels are required for the Goods by law, the content of such SDS, markings, and labels are accurate and fully compliant with all applicable federal, provincial, and local laws, statutes, orders, rules, regulations, and ordinances, including, but not limited to, the Hazard Communication Standard (29 C.F.R. § 1910.1200), California's Proposition 65, , and the Workplace Hazardous Materials Information System Regulation under the Occupational Health and Safety Act (Ontario). Supplier's warranty shall survive acceptance and payment for Goods and shall be in addition to any other express or implied warranties and conditions, statutory or otherwise.
- 6. Remedies for Defects.** In the event of defective Goods, Buyer shall be entitled to a refund or to the repair, rework, or replacement of the Goods at Supplier's expense. In the event Supplier fails to timely repair or rework defective Goods, Buyer shall be entitled to arrange for the same at Supplier's cost and expense. Defective Goods shall be transported at Supplier's expense.
- 7. Proprietary Information.** All proprietary information obtained by Supplier as a result of or in connection with Buyer's purchase, including but not limited to formulas, specifications, testing methodologies, methods of production, research and development, ideas, processes, designs, developmental and manufacturing processes and procedures, trade secrets, Buyer's purchases, supplier and customer names and contract terms, and technical know-how constitute the property of Buyer, as between Supplier and Buyer. All such information received by Supplier is received in confidence and shall not be used or disclosed by Supplier. Supplier shall return or destroy such information upon request. Goods made in accordance with Buyer's specifications and drawings shall not be furnished to any other person or concern without the prior written consent of Buyer's President.
- 8. Liability.** Except to the extent such liability cannot by law be limited or excluded, under no circumstances will (i) Buyer's aggregate liability exceed the amount it paid for the Goods at issue or, if not applicable, the amounts it has paid to Supplier during the prior six (6) months; and (ii) Buyer be liable for any special, punitive, indirect, incidental, exemplary, or consequential damages, including lost profits or lost data.
- 9. Indemnity.** Supplier shall indemnify, defend, and hold harmless Buyer from and against all claims, liabilities, investigations, losses, damages, injuries, and expenses, including reasonable legal fees (collectively, "Claims"), to the extent arising from allegations of (a) Supplier's failure to comply with the Terms or Buyer's order, (b) Supplier's violation of any statute, regulation, order, or rule of law; (c) Supplier's negligence or willful misconduct; or (d) the Goods' violation of another's intellectual property rights (except to the extent such alleged violation stems from Buyer's specifications). Buyer shall promptly notify Supplier in writing of any such Claim and shall provide to Supplier, at Supplier's expense, whatever information and assistance Supplier reasonably requires in connection with the Claim.
- 10. Compliance, Ethics, and Sustainability.** Supplier warrants that (a) it shall at all times operate in compliance with, and all Goods will be produced and provided in full compliance with, all applicable laws including, but not limited to, the US Foreign Corrupt Practices Act, the Export and Import Permits Act, the Corruption of Foreign Public Officials Act, the Special Economic Measures Act, and all , anti-discrimination and harassment laws, Occupational Safety and Health Administration rules and regulations, and laws governing environmental concerns; (b) neither it nor any person or entity holding a legal or beneficial interest in it are the target of any foreign or domestic sanction or embargo program; (c) it does not use or benefit from child, forced, slave, or similar labor. Supplier commits that in sourcing Goods; and (d) in conducting its business generally, it will: (i) look for opportunities to conserve resources and recycle, (ii) consider its operation's impact on its customers, communities, employees, and the environment, (iii) engage in responsible waste management and disposal, and (iv) partner with ethical and legally-compliant businesses and persons.
- 11. Miscellaneous.** These Terms and Buyer's order contain the entire agreement between the parties with respect to Buyer's purchase of the specified Goods. The failure of either party to enforce any of its rights shall not constitute a waiver of such rights or of any other rights hereunder. No remedy provided herein shall be deemed exclusive of any other remedy allowed by law. Time is of the essence with respect to Buyer's purchase. Except as to EMCO-Inortech, the validity, performance, construction, and effect of these Terms and Buyer's order shall be governed by the laws of the Wisconsin, without giving effect to its conflict of laws principles, and the state and federal courts of Wisconsin shall have sole and exclusive jurisdiction to hear any dispute that arises between the parties. With respect to EMCO-Inortech, the validity, performance, construction, and effect of these Terms and Buyer's order shall be governed by the laws of Ontario, without giving effect to its conflicts of laws principles, and the courts of Ontario located in Toronto shall have sole and exclusive jurisdiction to hear any dispute that arises between the parties. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to any purchase of Goods between the parties. The parties have requested that this Agreement and all documents contemplated thereby or relating thereto be drawn up in the English language. *Les parties ont requis que ces termes et conditions ainsi que tous les documents qui y sont envisagés ou qui s'y rapportent soient rédigés en langue anglaise.*