



# TRIVALENCE

## Sales Terms and Conditions

1. **GENERAL** - These are the Sales Terms and Conditions ("Terms") that apply to the sale of custom plastic compounds, virgin and recycled plastic polymers, and related plastic pellets ("Products") by Trivalence Technologies LLC. ("Seller"). The Buyer's acceptance of any order is subject to their consent to these Terms. Seller will not be bound by any changes, modifications, or amendments to these Terms unless they are agreed to and accepted in writing. All sales are subject to Seller's written confirmation, and if the Buyer receives Seller's acknowledgment of an order without promptly objecting in writing, they will be deemed to have accepted these Terms. If the Buyer does not respond to the Seller's notice of acknowledgment or order acceptance within five (5) business days of receiving it, they will forfeit their right to cancel the order.
2. **PRICE QUOTATIONS** - The quotations or tenders are not a commitment and are not binding. A contract will only come into existence once the Buyer submits a purchase order that the Seller accepts. Until the Seller acknowledges the Buyer's order, these Terms take precedence over any terms put forward by the Buyer. The Seller may adjust the agreed prices based on the average cost of the Products or activities involved. However, such adjustments will only apply when both parties mutually agree in writing.

The weights, dimensions, capacities, performance ratings, characteristics, and other data provided on documents, client/customer lists, and marketing/sales information are general information and only approximate. They are not binding on the Seller. Additionally, the Seller may deviate from the agreed quantity of Products by a maximum of +/- ten percent (10%) during any delivery without any consequences.

If there is a change of more than five percent (5%) in exchange rates, raw material prices, taxes, dues and levies, official charges, or other similar duties after the date of the offer or agreement for delivery, the Seller may adjust the prices accordingly at the time of delivery if such changes were not taken into consideration.

3. **PRODUCT DELIVERY** - Unless otherwise specified in writing, the Products will be delivered "DAP" at the Seller's place of business, as defined by the current version of Incoterms. The Seller will designate the transportation method and agency, as well as the routing. If the Buyer requests alternative shipment or routing, they will be responsible for any additional packing, shipping, and transportation charges. The Seller is not liable for any damage to the shipment. If the agreement involves successive deliveries, each delivery will be treated as a separate sale.

The Buyer cannot terminate the entire agreement in case of delays or defaults in part deliveries.

If deliveries are postponed due to reasons set out in Article XI (force majeure) below, the Seller can delay subsequent deliveries accordingly.

4. **DELIVERY DELAYS** - If a specific shipping date is specified or agreed upon in writing by the Seller, it is considered an estimate and not a guarantee of timely delivery. The Seller is not liable for any delays in filling orders or resulting damages. The Seller is not liable for delays caused by conditions beyond its control, such as accidents, labor disputes, natural disasters, governmental regulations, transportation delays, or other circumstances without the fault or negligence of the Seller. The Buyer is not entitled to any damages for Seller's failure to ship on time and agrees to indemnify, defend, and hold Seller harmless against any costs and expenses related to any claims for lost profits or consequential damages based on Seller's failure to deliver timely. If the Buyer cannot take delivery of the Products on the agreed delivery date or if delays are likely, the Buyer must inform the Seller in writing as soon as possible. The Seller may request the Buyer to take delivery of the Products within a reasonable time. If the Buyer fails to accept or pick up the Products on the specified date, the delivery is deemed accepted and the Buyer must pay for the Products delivered. The storage of the Products arranged by Seller will be at the risk and expense of the Buyer. The Seller is entitled to recover any expenses properly incurred in performing the contract and not covered by payments received for the Products delivered. The Buyer is not entitled to any other remedy for failing to take the Products.
5. **PAYMENT** - Unless otherwise indicated, payment for the Products is due within thirty (30) days of the invoice date. If the Seller has concerns regarding the Buyer's ability to pay, the Seller may request cash or letter of credit payment terms. The price does not include any current or future federal, state, or local taxes or assessments applicable to, imposed upon, or resulting from this transaction or any related services or Products. The Buyer must pay such taxes or reimburse the Seller for payment of such taxes. If payment is not received by the due date, interest will be charged at a rate of one and one-half percent (1.5%) or the maximum rate allowed by law, on the unpaid amount for each thirty (30) day period or part thereof. If the Buyer is past due on any debts to the Seller, the Seller may refuse to deliver Products or retake Products unless other payment arrangements have been made in writing. The Buyer agrees to make Products available for retaking within five (5) days of notice. The Buyer shall pay all the Seller's costs of collecting any past due amounts, including but not limited to attorneys' fees, court costs, witness fees, travel, and lodging. The Seller has the right to apply payments first to those claims it deems appropriate, including interest, late charges, and collection costs. The Buyer may not suspend payment obligations, claim compensation or offset payment obligations against any obligations of the Seller, as set forth in these Terms or any other purchase contract with the Seller. If the Buyer is in default, the Buyer may not dissolve the contract with the Seller. If the Buyer fails to pay in full within the payment period, the Seller may suspend or refuse to perform its obligations to the Buyer.
6. **SECURITY INTEREST** - To ensure payment of all debts owed by Buyer, Buyer grants Seller a security interest in the Products and all resulting accounts receivables and proceeds. The seller

is authorized to file the necessary financing statements and exhibits, including a UCC-1 Financing Statement, with the appropriate authorities.

The buyer agrees not to pledge, mortgage, or create a security interest in the Products in favor of anyone other than the Seller until payment is made in full, unless the Seller has provided written approval. Buyer must also keep the Products insured for their full value until payment is received by Seller. If Buyer sells the Products to a third party before payment is received in full, Buyer must secure the security interest at the time of sale to protect Seller's interests as much as possible.

7. **RETURNS** - If Buyer does not submit a written complaint with detailed information regarding any defective Products within fourteen (14) business days from the date of delivery, it will be assumed that the Products were delivered in good condition and the delivery will be deemed accepted. The acceptance of returned Products does not constitute an acknowledgement by the Seller of the reason for the return. The Buyer will be responsible for the Products returned to the Seller and will owe the agreed amounts until the Seller has issued a credit for the Products. Products that have been accepted by the Buyer from the Seller and fully or partially utilized, processed, or delivered to others will be deemed to have met the terms of the contract.
8. **LIMITED WARRANTY OF GOODS AND SERVICES; DAMAGES** - Seller guarantees that the Products covered by this contract will be free from defects in design, material, and workmanship for a period of twelve (12) months from the date of delivery, unless otherwise indicated. The Products shall also conform to the Seller's specifications and to the usual practices, customs, standards, and tolerances of the trade prevailing in the country of origin at the time of production. This warranty is the only warranty given, and all other warranties, including the implied warranties of merchantability and fitness for a particular purpose, are expressly excluded. The Buyer shall accept Products with minor defects that do not affect their function, and such minor defects shall not give rise to any claim against the Seller.

The Buyer shall report any damages during delivery to the Seller in writing, with full disclosure of particulars, within fourteen (14) days after delivery. Claims for defects discovered within twelve (12) months from delivery must be made within seven (7) days of discovery, or when the Buyer should have discovered the defect. The Seller may, at its option, either credit or replace the defective Product. Seller shall not be responsible for any consequential, direct, or indirect costs or losses under any circumstances to the Buyer, any successors in interest, or any beneficiary or assignee of these terms.

Seller's liability is limited to the price actually paid by Buyer for the defective Products. Seller will not replace Products if the defect is due to use or handling in a manner, circumstance, or for purposes other than those approved or instructed by the Seller.

9. **INTELLECTUAL PROPERTY RIGHTS** - This legal information states that all intellectual property rights, ownership, and interest in the Products, trademarks, trade names, logos, distinctive marks, designs, and other materials created and made available by the Seller are exclusively vested in the Seller. The Buyer is not allowed to reproduce, transfer, grant, assign, license, or use the Products and other materials created and made available by the Seller, except in accordance with the terms of the agreement. The Buyer must not remove or alter indications of intellectual property rights and the confidentiality of information from the Products and materials created and made available by the Seller. The Buyer must not alter or modify the Products, services, programs, works, distinctive marks, inventions, designs, models, or other materials created and/or made available by the Seller.

The Seller will indemnify the Buyer against any third-party claims of infringement of intellectual property rights resulting from the use of the Products. The Seller has the option to procure the right for the Buyer to continue using the Product, modify the Product to make it non-infringing, replace the Product with a non-infringing Product, or remove the Product and refund the purchase price. However, the Seller does not accept any liability for the Buyer's, or any third party's equipment, documents, or materials used in conjunction with the Product.

This agreement is the entire liability of the Seller regarding intellectual property infringement. The Seller makes no warranty regarding the appropriateness of the Products for the purposes for which the Buyer or its customers are acquiring them. The Seller also makes no warranty that the Products or other intellectual property of the Seller does not infringe the rights of third parties.

10. **CANCELLATION PRIVILEGES** - The Seller has the right to cancel any contract with the Buyer in the event of default in payment or if the Seller deems the Buyer's financial condition to be materially impaired. The Seller may recover damages for non-performance and any outstanding payments owed by the Buyer will become immediately due and payable. If the Buyer cancels the contract, they will be obligated to reimburse the Seller for any expenses incurred in making the offer and entering into the contract, and for any resulting damages or losses.

Furthermore, the Seller may unilaterally terminate the contract or suspend their obligations under the contract immediately if the Buyer fails to fulfill any obligations, suspends payments, files for bankruptcy, has their property attached in execution, adopts a resolution for dissolution, transfers the enterprise to a third party without consent of the Seller, or for any other reasons specified in the contract.

The Seller will not be liable for any damages arising from the termination or suspension of the contract due to the aforementioned reasons. The Buyer will still be responsible for any performance received prior to termination, and any amounts already invoiced by the Seller will become immediately due and payable. The Buyer is also responsible for paying any costs,

damages, attorneys' fees, and other expenses associated with the Seller's termination of the contract as outlined in this section.

11. **FORCE MAJEURE** - In the event that the Seller is unable to perform its obligations under this Agreement due to circumstances beyond its control (Force Majeure), the Seller may suspend performance of the contract until such circumstances cease to exist. If the Force Majeure makes it impossible for the Seller to perform its obligations to the Buyer permanently, the Seller may cancel the specific order without incurring any liability for damages. Buyer agrees to protect, defend, and hold Seller harmless against any claims made by third parties based on whole or in part on Seller's inability to perform because of Force Majeure.

## 12. **GOVERNING LAW**

- A. These Terms govern the transactions between Buyer and Seller, including any claims, disputes, or controversies (whether contractual, tortious, or otherwise) arising from or related to these Terms, their interpretation, or any breach or validity issues. Such matters shall be governed by the laws of the State of Indiana, without reference to conflict of laws principles, unless expressly prohibited by applicable law. The buyer consents to the jurisdiction state of Indiana and federal courts located in Evansville for any disputes or actions arising from these Terms. Compliance with local laws or regulations regarding the Products' location, use, or operation, and use with other equipment, is solely the responsibility of the Buyer.

The United Nations Convention on Contracts for the International Sale of Goods is not applicable to these Terms.

- B. For US sales, where permitted, if Buyer fails to pay the amounts set forth in Section V or any corresponding balance not yet delivered, Buyer authorizes an attorney-at-law of any court of record in the jurisdiction of the state court located in Indiana to enter Seller's appearance in that court, waive process and service of process, and confess judgment against Buyer. This judgment will be based on an affidavit signed by an officer of Seller that sets forth the amount due, along with all costs, attorneys' fees, and interest at 12% per annum (or the maximum allowed by law) from the date of the confession of judgment. The buyer waives all errors and rights of appeal from any entered judgment and agrees to receive execution on the judgment without delay.

13. **SEVERABILITY** - If any provision of this Agreement is found to be unenforceable by a court of law, that provision will be considered removed and the rest of the Agreement will remain in full effect. The Parties also agree to fully renegotiate any stricken provision possible to ensure it complies with applicable legal requirements.

14. **No Employee Solicitation** - Buyer will not, for a period of two (2) years from the date of this Agreement, solicit to employ, nor agree to employ (without our written consent), any of the current employee, director, officer, or other management employee of the Disclosing Party; provided nothing herein shall restrict you from soliciting or hiring any person who (i) responds to any general public advertisement posted by you or is referred by an employment agency, so long as the advertisement or agency search was not directed at or specifically targeting such employee(s) of the Seller, or (ii) is no longer employed by the Seller and has not been employed with the Seller for more than six (6) months.
  
15. **ASSIGNMENT** - The Buyer is prohibited from assigning or transferring these Terms or any related contract or purchase order without obtaining the prior written consent of the Seller. However, the Seller is expressly permitted to assign or transfer its right to receive any or all the payment due from the Buyer under these Terms without obtaining the prior written consent of the Buyer.
  
16. **ENTIRE AGREEMENT** - This agreement represents the only terms and conditions of the contract between the Buyer and Seller. The Seller shall not be bound by any other terms, conditions, or understandings, whether oral or written, unless they are subsequently put in writing and signed by an authorized representative of the Seller. In the case of printed materials, the representative must also initial next to any printed term or condition.