



TERMS AND CONDITIONS

RS Integrated Supply

ARTICLE 1 - ENTIRE AGREEMENT: No oral agreement or other oral understanding shall in any way modify this order, or the terms or the conditions hereof, Seller's action in accepting this order, or delivering the material called for hereunder shall constitute an acceptance of the terms and conditions of this purchase order. Terms and conditions contained in or submitted with Seller's acknowledgment and or proposal shall be ineffective as to Buyer unless expressly accepted by Buyer in writing.

ARTICLE 2 - PAYMENT: Unless otherwise indicated, payment shall be made Net 60 days from date of invoice. Time for calculation of payment shall be computed from the date of invoice. Payment of an invoice shall not be an admission on the part of Buyer that this Order, or any part thereof, has been complied with so as to preclude any action for damages against Seller should the Work hereby required not be performed and/or furnished in the substantial and workmanlike manner per the specifications. Buyer shall at all times have the right to set-off any amount owed to Buyer by Seller against any amount payable at any time by Buyer or Seller including the right to retain monies owed to Seller when the Buyer has reason to expect or anticipate legal action or legal action exists due to the Seller's performance under this Order.

ARTICLE 3 - TAXES: Prices stated on the face of this Order include all local, State and Federal taxes, if any, applicable to this order unless otherwise expressly stated herein.

ARTICLE 4 - DELIVERY: Time is of the essence. Unless excused by Section 8 hereof, Seller's failure to deliver material of the quality and within the time or times specified shall, at the option of the Buyer, without waiver of any other legal right it may have, relieve it of any obligation to accept and pay for such material, as well as any undelivered installment. Unless otherwise indicated, all material is shipped FOB Destination.

ARTICLE 5 - TERMINATION: Buyer shall have the right to terminate this Order, in whole or in part, at any time by written notice to Seller. Upon receipt of notice of termination, Seller shall stop all Work in connection with this Order or that portion terminated. In the event of such termination, Buyer shall pay, as full compensation for Seller's Work, Seller's actual costs to the day Work is stopped, including any reasonable expenses incurred by Seller in connection with its termination of any orders or subcontracts hereunder, plus a reasonable allowance for overhead and profit on the Work performed to date. In no event shall the total sum payable upon such termination exceed the value of the purchase order.

ARTICLE 6 - CHANGES: Buyer shall have the right to make changes in or additions to the instructions, drawings, or specifications for the Goods or Services to be supplied under this Order, and Seller agrees to comply with such Change Notices which shall become a part of the Order. Any claim by Seller for adjustment under this clause must be asserted in writing within ten (10) days from the date of receipt by Seller of the Change Notice. Failure to do so shall constitute a waiver of such claim. Upon receipt of an acceptable proposal from the Seller, a written Change Order will be issued by the Buyer stating that the extra work or change is authorized and granting any required adjustment of price and schedule. Seller shall not perform any work it considers a change or an addition unless such change or additional work is pursuant to a written Change Order, and no claim for an addition to the Order price shall be valid unless documented by Change Order. Additional work performed without a Change Order is performed at Seller's sole risk and expense.

ARTICLE 7 - LIEN INDEMNIFICATION: If a notice of lien or the like alleging non-payment should be filed or served upon Buyer, Buyer shall have the right to retain out of any payment to Seller then due, or thereafter to become due, an amount sufficient to completely indemnify Buyer and end user against said potential lien. If such payment amount is not sufficient to fully indemnify Buyer and end user, Seller shall compensate Buyer and end user for the insufficient amount.

ARTICLE 8 - FORCE MAJEURE: Neither Buyer nor Seller shall be liable for delays in performance or failures of performance when caused by fires, strikes, epidemics, directions of the Government, war, natural catastrophes, sabotage, civil insurrection, acts of God, or other unforeseeable occurrences which are beyond the reasonable control of the parties; provided that Buyer and Seller both acknowledge and agree that the COVID-19 pandemic is a foreseeable event and it has included the current and reasonably foreseeable impacts of COVID-19 on the Services and/or Goods to be provided under the Order and shall not be excused by reason of the pandemic.

ARTICLE 9 - RISK OF LOSS: Unless this Order specifically provides otherwise, transfer of the title and risk of loss or damage to the Goods covered by this Order shall remain with Seller until acceptance by Buyer or delivery of the Goods to the possession of Buyer at the destination specified in this Order, whichever occurs later. Notwithstanding the foregoing, the risk of loss or damage to Goods which so fail to conform to the Order as to give Buyer a right of rejection shall remain with Seller until cured; provided however, Seller shall not be liable for loss or damage caused by negligence of agents or employees of Buyer acting within the scope of their employment.

ARTICLE 10 - INSPECTION OF GOODS: Payment for the Goods delivered hereunder shall not constitute acceptance thereof. Buyer shall have the right to inspect such Goods and to reject any or all of said Goods which are judged to be defective or not in conformance with this Order in Buyer's sole discretion. Goods so rejected and Goods supplied in excess of quantities called for herein may, at the discretion of Buyer, be returned to the Seller at Seller's expense. In the event Buyer receives Goods whose defects or nonconformity is not apparent on examination resulting in deterioration of Seller's product, Buyer reserves the right to require repair or the replacement with all costs borne by Seller.

ARTICLE 11 - DEFAULT: The following circumstances shall, among others, be deemed a default by Seller: (i) Seller fails to make any delivery of Goods in the specified quantity or fails to perform any Services, within the time specified herein or any extensions thereof which are agreed to in writing by Buyer; (ii) Seller breaches or fails to perform (whether the breach or failure is material or not) any of the other terms and conditions of this order; (iii) Any proceeding in bankruptcy or insolvency is initiated by or against Seller, Seller makes an assignment for the benefit of creditors, or a trustee or receiver is appointed for Seller; and (iv) Seller experiences financial difficulties which, in Buyer's judgment, might prejudice Seller's ability to fulfill the terms and conditions of this order. Upon a default by Seller, Buyer, in addition to its other remedies, may pursue at any time any one or more or all of the following remedies: (i) Seller shall indemnify Buyer and hold it harmless from all liabilities, damages (including consequential and incidental), expenses (including refunds to Buyer's customers and administrative and other costs incurred by Buyer) and/or claims (including attorneys' fees and legal costs) arising out of, in connection with or resulting, directly or indirectly, from Seller's default; (ii) Buyer may cancel its obligations under all or any part of this order; (iii) Buyer may elect to reject the full credit, replacement or correction or retain any or all of the Goods which have been delivered to Buyer, paying Seller the fair value of Goods retained, as determined by Buyer; (iv) Buyer may require correction of the Goods in place; (v) Buyer may require Seller to transfer title to and deliver to Buyer any and all of the Goods not previously delivered by Seller or previously delivered and rejected by Buyer, of the Goods so requested after their delivery to Buyer; and/or (iv) Buyer may procure the same or similar Goods elsewhere and/or manufacture the same or similar Goods holding Seller liable for all additional cost of such procurement and/or manufacture (including transportation and insurance charges). Upon Seller's default, Buyer

shall have no obligation or liability whatsoever to Seller except as provided above. Seller shall continue performance of any part of this order which is not canceled. Seller shall be accountable to Buyer for any legal fees and costs incurred by Buyer in the prosecution of its right hereunder.

ARTICLE 12 - INFRINGEMENT: Seller shall protect and indemnify Buyer, its subsidiaries and its customers from and against all claims, liabilities and losses arising from infringement or alleged infringement of any right of a third party by the sale (including resale), delivery, acceptance, possession or use (except use in combination with another material or in the practice of any process) of the material covered by this order whether or not that material is according to Buyer's specifications, drawings or samples, and Seller shall defend at its own expense all proceedings instituted against Buyer, its subsidiaries and customers, based on said infringement or alleged infringement.

ARTICLE 13 - TITLE & WARRANTY: Seller warrants Buyer full, clear, and unrestricted title to all Goods furnished by Seller or their sub-suppliers in performance of the Order free and clear of any and all liens, restrictions, security interests and encumbrances. Seller will pass to Buyer all warranties made to Seller by the manufacturer of the products, with such warranties to inure to and be enforceable by the end user as well as Buyer. Seller represents and warrants that all materials, goods and/or services, delivered under this Order shall be merchantable and free from all defects in material and workmanship, shall be fit for their intended purpose, and shall strictly conform to the specifications, if any. If this Order relates to the purchase of a chemical product, then Seller also represents and warrants that Seller has fully disclosed to Buyer all material information known to Seller regarding risks to human and animal health and the environment that may be associated with the use, exposure to or disposal of that product.

ARTICLE 14 - RESOLUTION OF CONFLICTS OR INCONSISTENCIES: It is Seller's responsibility to comply with this and all referenced documents and to clarify with Buyer any inconsistencies or conflicts in any parts of this Order, such as the terms of this Order, additional terms and conditions, general specifications, detailed specifications, and the like furnished by Buyer in connection with this Order. Should Seller fail to contact Buyer to resolve these conflicts or inconsistencies, Seller will be solely responsible for errors resulting from conflicts or inconsistencies. Where documents are referenced, the version in effect at the time of order placement shall apply.

ARTICLE 15 - SECRECY: Seller and Buyer are obliged to keep strictly confidential all information (written or verbal), including plans, drawings, documents, and know-how furnished by Buyer unless such information and data are a matter of common knowledge and a part of the public domain, which it has already received or which it may acquire from Buyer at any time for the performance of work. Seller shall be obliged to obtain prior written approval from Buyer for any press release or report in relation with this Order prior to such release.

ARTICLE 16 - COMPLIANCE WITH LAWS AND REGULATIONS: Seller warrants that all Goods sold or Services performed hereunder have been or will be manufactured and packaged or, in the case of Services, performed in compliance with all applicable local, state, and federal laws and regulations including but not limited to Fair Labor Standards Act, Occupational Safety and Health Act, and Equal Employment Opportunity. In accepting this Order, Seller assumes responsibility for testing, process control, labeling and other requirements of the U.S. Consumer Product Safety Commission and/or other regulatory agencies or laws and is responsible for reporting product hazards in accordance with Section 15 of The Consumer Product Safety Act, Public Law 92-573. Except as otherwise provided herein, this Order shall be construed in accordance with the Uniform Commercial Code as in effect in the State of Pennsylvania on the date of this order.

ARTICLE 17 - WAIVER: Failure of Buyer to insist upon strict performance of any of the terms and conditions of this Order, or to exercise any right or privilege contained in this Order, or the waiver of any breach of the terms or conditions of this Order shall not be construed as thereafter waiving any such terms, conditions, rights, or privileges, and the same shall continue and remain in force and effect as if no waiver had occurred. All right and remedies reserved under the terms and conditions hereof shall be cumulative and in addition to any further rights and remedies provided in law or equity.

ARTICLE 18 - GOVERNING LAW: This Order shall be governed by the laws of the Commonwealth of Pennsylvania without regard to the conflicts of law provision thereof.

ARTICLE 19 - WORK ON PREMISES: If this Order involves the presence of Seller on the premises of the Buyer or Buyer's Customer, Seller shall comply with all safety and security regulations and shall take all necessary precautions to prevent injury or damage to persons or property while so engaged. Seller shall indemnify, defend, and save Buyer and/or Buyer's Customer harmless from and against all liability, losses and expenses (including costs and attorney's fees) for any suit, claim, settlement, award or judgment (herein referred to singly or collectively as the "claim") arising out of the failure of Seller to comply with safety and security regulations, and out of any negligence on the part of Seller, except to the extent such claim may be caused solely by the negligent act or omission of Buyer and/or Buyer's Customer.

ARTICLE 20 - DRAWINGS, PATTERNS, ETC.: All drawings, blueprints, tracings, patterns, samples, specifications and similar materials, prepared by Seller and paid for by Buyer, or furnished hereunder to Seller by Buyer, together with all intellectual property rights therein and thereto (collectively, the "Buyer Materials"), are the sole and exclusive property of Buyer and shall not be used by Seller except to fulfill its obligations pursuant to this Order. To the extent Seller obtains any right, title or interest (including any intellectual property rights) in or to the Buyer Materials, Seller hereby assigns to Buyer all of Seller's right, title and interest (including all intellectual property rights) in and to the Buyer Materials.

ARTICLE 21 - ASSIGNMENT: This Order shall not be assignable, in whole or in part, by either Seller or Buyer except with the express written consent of the other party; provided that Buyer may assign any Order to any affiliate or in connection with any merger, consolidation or sale of all or substantially all of its assets or similar transaction.

ARTICLE 22 - ACCEPTANCE: The price terms and other terms contained in the Terms and Conditions of this Purchase Order are final and cannot be varied except by writing signed by an authorized representative of Buyer, and acceptance of this Purchase Order shall be strictly limited by the terms hereof. Delivery of the Product shall, notwithstanding any past practice or contrary course of dealing and notwithstanding anything to the contrary contained in any other document which may be issued in connection with the sale of the Product, or otherwise, constitute acceptance of the terms contained in this Purchase Order, including without limitation the price terms.

Other than the indication of the specific quantities of Products that Seller actually sells or delivers, Seller shall not modify or supplement, or attempt to modify or supplement, the terms and conditions of this Purchase Order by incorporating into any other communication from Seller to Purchaser any terms or conditions that modify and/or supplement the terms and conditions of this Purchase Order, it being understood and agreed that: (i) any modification of and/or supplement to such terms and conditions shall be null, void, and of no force and effect, unless Purchaser expressly indicates in a separate writing from Purchaser to Seller that Purchaser accepts such modified or supplemental terms with respect to the Purchase Order; and (b) Purchaser's failure to object to Seller in response to any communication that contains terms and conditions that attempt to modify or supplement the terms of this Purchase Order shall not be deemed to be an acceptance by Purchaser of such modified or supplemental terms and conditions and/or a waiver by Purchaser of the terms and conditions of this Purchase Order.