

Ramco Terms & Conditions of Sale
(Revised 1/22)

All Buyer purchase orders or contracts for the purchase of, and all acceptances of, any materials, goods and/or any other items (“Goods”) sold by Ramco Specialties, Inc. or its subsidiaries or affiliates (collectively, “Ramco”) SHALL BE EXPRESSLY CONDITIONAL ON AND SUBJECT TO THE TERMS AND CONDITIONS SET FORTH HEREIN. TERMS IN ADDITION TO OR DIFFERENT FROM THOSE SET FORTH HEREIN ARE OBJECTED TO HEREBY AND SHALL NOT BE BINDING ON RAMCO UNLESS SPECIFICALLY AND EXPRESSLY AGREED TO IN A SINGLE WRITING SIGNED BY RAMCO AND BUYER. ANY PERSON OR ENTITY WHO PURCHASES GOODS FROM RAMCO WILL BE CONSIDERED A “BUYER” AS THAT TERM IS USED HEREIN AND WILL BE DEEMED TO HAVE ACCEPTED THESE TERMS AND CONDITIONS IN THEIR ENTIRETY. Such terms and conditions constitute the entire agreement between Ramco and Buyer with respect to the subject matter contained herein and supersede all prior or contemporaneous representations and agreements, whether written or oral.

1. **TITLE AND RISK OF LOSS.** Title and risk of loss or damage to Goods shall pass to Buyer upon tender of delivery F.O.B. Ramco’s facility in Hudson, Ohio, unless otherwise agreed upon by the parties, except that Buyer grants a purchase money security interest in the Goods to Ramco until full payment therefor has been received. Buyer agrees upon request, and otherwise authorizes Ramco, to do all things necessary to perfect and maintain said security interest and shall otherwise protect Ramco’s interest by adequately insuring the Goods against loss or damage from any cause.

2. **PRICES, TAXES AND PAYMENT.** Ramco and Buyer shall agree in writing on the price for the Goods, prior to the issuance by Buyer of an order. Quoted prices will remain firm for 10 days, after which period Ramco may change the same. Ramco may increase the price of Goods under any Buyer order at any time without the consent of Buyer by providing Buyer with 90 days’ prior written notice of such increase. Unless otherwise stated in Ramco’s sales quotation, prices quoted are F.O.B., Ramco’s facility in Hudson, Ohio. The amount of any local, State, Federal or foreign tax or duty levied on the Goods referred to herein shall be added to the amount paid by and remain the sole responsibility of Buyer. Buyer acknowledges that additional surcharges may arise that are unaccounted for in Ramco’s quoted prices and outside of the terms of Buyer’s and Ramco’s agreement, and Ramco may pass such surcharges through to Buyer. Unless otherwise agreed by Ramco, all invoices are payable within 30 days of the delivery date. If payment is not received when due Ramco may in its sole discretion and without liability: (i) terminate any and all outstanding orders from Buyer, (ii) withhold shipment of Goods to Buyer under any and all outstanding orders from Buyer, and/or (iii) elect not to accept additional orders for Goods from Buyer. Buyer represents that Buyer is solvent and can and will pay for the Goods sold to Buyer in accordance with the terms hereof. All shipments of Goods to Buyer shall be subject to the approval of Ramco’s credit department. An interest charge of one and one-half percent (1½%) per month, or the maximum allowed by applicable law, will be assessed by Ramco and paid by Buyer on all past due accounts. Buyer shall pay, to the extent permitted by law, all reasonable costs and expenses, including attorney fees and costs incurred by Ramco in connection with any

collection action for payment of the amounts due herein. If the Goods are to be delivered to Buyer over a specified period of time following the order date, or if Buyer orders a specific quantity or estimated quantity of Goods based on an estimated need, Buyer shall accept shipment of and pay for all Goods stated or estimated in such order and such payment shall be made in accordance with this Section 2 above, and in any event, on or before the end of such specified period of time, if any.

3. **PACKAGING.** One-way containers (barrels, canisters, sacks, bags, cartons, etc.) in which Goods are shipped shall become the property of Buyer and shall not be returned to Ramco but properly disposed of by Buyer. Returnable containers in which Goods are shipped shall remain the property of Ramco and Buyer shall return any such containers to Ramco. Buyer shall be liable for damage, destruction or the failure to return such containers. Goods in containers are invoiced at their net weight.
4. **PATTERNS AND TOOLING.** Buyer shall timely supply at its expense any patterns, tooling, and drawings (collectively, the "Tooling") to Ramco which are necessary and/or appropriate to produce the Goods hereunder. Ramco shall not have any indemnification or other obligation to Buyer with respect to any loss or damage incurred as a result of the use of the Tooling by Ramco. Further, Ramco shall not be required to maintain insurance covering the Tooling and Buyer assumes all risk of loss with respect to all Tooling supplied to Ramco hereunder.
5. **DELIVERY: NO DELIVERY DATES ARE GUARANTEED.** Any dates or schedules which may be specified for the delivery of the Goods have been stated only approximately and are estimated from the date of receipt of Buyer's order, with complete specifications and other information reasonably requested or needed by Ramco in order to proceed with the manufacture of the Goods. Ramco shall use reasonable commercial efforts to deliver the Goods within the dates or schedules specified for delivery, and reserves the right to satisfy delivery of the Goods through partial delivery and part performance; provided, that, Ramco shall not incur any liability, either direct or indirect, nor shall any order be cancelled, because or as a result of any delays in meeting such dates or schedules, unless any such delay was caused by Ramco's gross negligence or willful misconduct.
6. **FORCE MAJEURE.** Neither party shall be liable for any damages resulting from any delay in delivery of Goods or from any delay in the performance of any obligation of such party which delay is due to (i) any act of God, including but not limited to weather; (ii) such party's being required to fulfill any government order for Goods, or any order for Goods placed under any allocation program (mandatory or voluntary) established pursuant to law; (iii) local labor shortage, fire, flood, or other casualty; (iv) governmental regulation or requirement; (v) a shortage of raw materials, supplies, fuel, power, or transportation; (vi) equipment failures; (vii) any strike, labor dispute, or difference with workers, regardless of whether or not such party might be able to settle any such strike, dispute or difference; (viii) pandemics or epidemics; or (ix) any other cause beyond such party's reasonable control.
7. **PRODUCT SELECTION AND SUITABILITY; COMPLIANCE WITH LAWS.** Some Goods offered by Ramco are obtained from outside suppliers. Ramco shall not be responsible for how the Goods are used or installed or the Goods' conformance to Federal, state, or local codes,

laws, rules, regulations, and ordinances. Buyer should review the Goods' application, and the relevant code, laws, rules, regulations or ordinances, to be certain that the Goods, their installation, and use will satisfy these requirements. Ramco shall not be liable to Buyer for any damages incurred as a result of any technical advice allegedly or actually given by Ramco to Buyer in connection with the design, installation or use of the Goods. IN NO EVENT SHALL RAMCO BE RESPONSIBLE FOR ANY LOSS OR DAMAGE ARISING OUT OF BUYER'S IMPROPER SELECTION, MISAPPLICATION OR MISUSE OF GOODS. Buyer shall indemnify, defend and hold Ramco harmless from and against any claim which might be asserted against Ramco by reason of Buyer's breach under any of these terms and conditions, including without limitation, those contained in this Section 7 and Section 9 hereof. Buyer shall reimburse Ramco for any expenses, including attorney fees, which Ramco might incur in defending itself against any such claim. Notwithstanding the foregoing, Ramco shall comply with all applicable codes, laws, rules, regulations, and ordinances relating to Ramco's obligations hereunder.

- 8. TERM AND TERMINATION.** Unless otherwise agreed by Ramco and Buyer, all of Buyer's orders are considered spot buys. Each spot buy is subject to (i) the terms and conditions in this document and (ii) material availability at the time of order. Notwithstanding anything to the contrary in this document, in the event that Buyer has not purchased a specific good within the prior sixty (60) days, Ramco has the right to discontinue production of such Good. Unless earlier terminated pursuant to this document, this document shall commence on the date set forth below and continue to the 12-month anniversary thereof. In the event this document is terminated for any reason, Buyer shall pay Ramco for all work performed prior to such termination.
- 9. GOODS MADE TO BUYER'S SPECIFICATIONS OR OFF-QUALITY GOODS.** Ramco makes NO WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, except as to title, with respect to Goods manufactured, compounded and/or designed to Buyer's own specifications, or with respect to off-quality Goods or "seconds" which Buyer has specifically requested or agreed to accept. Buyer will defend, indemnify and hold Ramco and its employees and agents harmless from and against any and all claims, demands, actions, liabilities, damages and expenses (including reasonable attorneys' fees) arising out of or in connection with any alleged infringement of any intellectual property rights of any third parties by Goods made specifically to Buyer's specifications by Ramco as long as: (i) Ramco gives Buyer prompt notice of any such claim, etc. and/or an opportunity to settle or defend it as Buyer may see fit; and (ii) Ramco gives Buyer its reasonable assistance in connection with the defense and/or settlement of such claim. Ramco reserves the right to cancel Buyer's order, without liability, if, in Ramco's opinion, the manufacture, sale or use of the Goods would infringe any such intellectual property rights.
- 10. THIRD-PARTY MANUFACTURER WARRANTY.** Some Goods offered by Ramco are obtained from third-party manufacturers. Such Goods or such components of the Goods sold by Ramco may be warranted to Buyer directly by a third-party manufacturer or indirectly by Ramco passing through to Buyer any assignable manufacturer warranties. Ramco is not responsible or obligated to make warranty claims against any third-party manufacturer or in any way to enforce the warranties extended by the third-party manufacturer to Buyer, but will

use commercially reasonable efforts to assist Buyer in obtaining or verifying any such warranty information. Ramco may from time to time distribute literature or sales materials of the third-party manufacturer, but it assumes no responsibility for the content of such literature or materials.

- 11. LIMITED WARRANTY.** Except as set forth above in Sections 9 and 10 above, Ramco warrants that: (i) Goods described in any product-specific written warranty published and delivered to Buyer by Ramco are in accordance with such product-specific written warranty; and/or (ii) Goods not described in any product-specific warranty are in accordance with Ramco's published specifications at the time it accepted Buyer's order therefor and that it will repair or replace, at Ramco's option, such Goods that fail to conform to any such product-specific written warranty or those published specifications, as the case may be, provided notice of claim under this warranty is given within a period of not more than 30 days following shipment of such Goods to Buyer. Ramco shall in no event be responsible for costs incurred by Buyer in returning Goods to Ramco for repair or replacement. No Goods shall be returned to Ramco without the prior written consent of Ramco.
- 12. EXCLUSION OF OTHER WARRANTIES.** EXCEPT FOR THE EXPRESS WARRANTY SET FORTH ABOVE, THERE ARE NO WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, OR WHETHER ARISING BY OPERATION OF LAW, TRADE USAGE, OR COURSE OF DEALING, WHICH APPLY TO THE GOODS, AND RAMCO DISCLAIMS SAME. NO WARRANTIES OR REPRESENTATIONS AT ANY TIME MADE BY ANY REPRESENTATIVE OF RAMCO SHALL BE EFFECTIVE TO VARY OR EXPAND THE ABOVE-REFERENCED EXPRESS WARRANTY OR ANY OTHER TERMS HEREOF.
- 13. LIABILITY LIMITATION.** Ramco's liability hereunder shall be limited to the obligation to repair or replace the Goods pursuant to Section 11 above. Ramco's total cumulative liability in any way arising from or pertaining to any Goods sold or required to be sold under any contract with Buyer shall NOT in any case exceed the purchase price actually paid by Buyer for such Goods. IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY OR ANY THIRD PARTY FOR COMMERCIAL LOSS, LABOR COSTS, CONSEQUENTIAL, INCIDENTAL, SPECIAL, LIQUIDATED, PUNITIVE, OR ANY OTHER DAMAGES OR CLAIMS OF ANY KIND, WHETHER IT BE BASED IN CONTRACT, TORT, WARRANTY, STRICT LIABILITY, OR OTHERWISE. ADDITIONALLY, IN NO EVENT SHALL RAMCO BE RESPONSIBLE FOR ANY LOSS OR DAMAGE ARISING OUT OF BUYER'S IMPROPER SELECTION, MISAPPLICATION OR MISUSE OF GOODS. IT IS EXPRESSLY AGREED THAT BUYER'S REMEDIES EXPRESSED IN THIS SECTION ARE BUYER'S SOLE AND EXCLUSIVE REMEDIES.
- 14. CANCELLATION OR CHANGES OF ORDERS.** No orders may be withdrawn or cancelled by Buyer, nor may they be deferred when ready. In the event Buyer shall request reasonable changes in its order after receipt thereof by Ramco, Buyer shall be responsible for all charges reasonably assessed by Ramco, including, but not limited to, price and delivery

charges, with respect to such changes, as well as changes to any delivery dates for the Goods. The reasonableness of a requested change shall be solely determined by Ramco using its reasonable discretion.

15. **INSPECTION.** Buyer shall inspect and reject any non-confirming Goods within a reasonable time not to exceed 30 days from receipt of such Goods. To the extent that Buyer fails to inspect and/or reject the Goods within 30 days of receipt, Buyer shall be deemed to have accepted such Goods.
16. **SET-OFFS.** Neither Buyer nor any affiliated entity or assignee shall have the right to setoff any claims they might have against Ramco against any amounts which Buyer owes to Ramco for Goods sold.
17. **NO PROTECTION FROM CLAIM OF INFRINGEMENT.** Ramco makes no representation or warranty that the use of the Goods by Buyer shall be free of the claim of any third party that the Goods or the use thereof infringe on some right of a third party.
18. **CONFIDENTIALITY.** The parties acknowledge and agree that they may share non-public, trade secret, or other confidential or proprietary information with each other, including this document, that is not otherwise intended to be disclosed to any third party without the disclosing party's prior written consent (the "Confidential Information"), unless such disclosure: (i) is otherwise required to be provided to a receiving party's employees but only on a limited "need to know" basis in order to give effect to the intent and purposes of this document, (ii) is required by law or order of a court of competent jurisdiction, after the disclosing party has been provided with reasonable notice and opportunity to contest such law, jurisdiction or court order, or (iii) comes after the Confidential Information is or becomes part of the public domain through no act or omission of the receiving party. Notwithstanding this Section 18, in the event that Ramco and Buyer have entered into a separate confidentiality agreement, Ramco and Buyer agree that the more stringent terms will govern all aspects of the relationship.
19. **INTELLECTUAL PROPERTY.** Each party acknowledges and agrees that the other party possesses certain inventions, processes, technology, know-how, trade secrets, improvements and/or other intellectual property and assets, which have been independently developed without the benefit of any information provided by the other party ("Background IP"). Each party further acknowledges and agrees that each party's Background IP shall be the sole and exclusive property of such party.
20. **INSURANCE.** Ramco shall maintain adequate insurance in amounts reasonably acceptable in the industry. Ramco shall provide Buyer with certificates of insurance evidencing such coverage within 30 days of Buyer's written request.
21. **APPLICABLE LAW.**
 - (i) These terms and conditions and any sale of Goods by Ramco hereunder shall be determined and construed in accordance with, and shall be governed by, the laws of

the State of Ohio, excluding its conflict of law principles, and Buyer and Ramco agree to submit to the exclusive jurisdiction of the appropriate state or federal court located within Ohio for purpose of resolving any dispute or claim arising in connection with said transaction(s).

- (ii) In the event Buyer is an entity formed under the laws of a jurisdiction other than any State of the United States of America, Ohio law shall still govern any sale of Goods to such Buyer, excluding its conflict of law principles, and all disputes arising under any such sale shall be finally settled under the Rules of Arbitration of the International Chambers of Commerce instead of submitting to the exclusive jurisdiction of the appropriate state or federal court within Ohio. The place of arbitration shall be Cleveland, Ohio. The language to be used in the arbitral proceeding shall be English. The arbitration panel shall consist of three arbitrators, one arbitrator to be appointed by Ramco, one arbitrator to be appointed by Buyer and the third arbitrator to be appointed in accordance with the Rules of the International Chambers of Commerce. Arbitration awards rendered shall be final and binding and shall not be subject to any form of appeal. The losing party, as determined by arbitrators, shall pay all reasonable out-of-pocket expenses (including, without limitation, reasonable attorneys' fees) incurred by the prevailing party, as determined by the arbitrators, in connection with any dispute unless the arbitrators direct otherwise. The award of the arbitration panel may be enforced by any court having jurisdiction over the party against which the award has been rendered, or where the assets of the party against which the award has been rendered can be located. Nothing shall preclude either party from seeking interim or permanent equitable or injunctive relief, or both, from any court having jurisdiction to grant the same. The pursuit of equitable or injunctive relief shall not be a waiver of the duty of the parties to pursue any remedy for monetary damages through the arbitration described in this Section. Ramco and Buyer hereby expressly exclude applicability of the United Nations Convention on Contracts for the International Sale of Goods if the same would otherwise apply hereto.

- 22. NO WAIVER; SEVERABILITY; ASSIGNMENT; SURVIVAL.** Failure, delay, or any partial exercise by either party of any right, power, or privilege available to such party hereunder shall not operate as a waiver, or preclude further exercise by such party of any other right, power, or privilege. If any provision or any portion of these terms and conditions are construed to be illegal, invalid or unenforceable, such provision or portion thereof shall be deemed stricken and deleted from these terms and conditions to the same extent and effect as if it were never incorporated herein, but all other provisions of these terms and conditions and the remaining portion of any provision that is construed to be illegal, invalid or unenforceable in part shall continue in full force and effect. The obligations and rights of Buyer with respect to an order of Goods hereunder shall not be delegated or assigned by Buyer without the prior written consent of Ramco. Ramco may delegate its rights and obligations hereunder with respect to any order of Goods without the consent of Buyer. These terms and conditions shall survive termination or cancellation of, and completion of work under, any order for Goods hereunder.

[Signature Page to Follow]

IN WITNESS WHEREOF, Company and Representative have executed this document as of
this _____ day of _____, 20__.

SELLER

Signature: _____

Name: _____

Title: _____

BUYER

Signature: _____

Name: _____

Title: _____