

BMK RESISTANCE PRODUCTS TERMS AND CONDITIONS

(Applicable to and incorporated into all Purchases of Products including Resistance Additives)

All of the following terms and conditions (collectively, "Terms") shall apply to, and be deemed essential and material parts of, any orders for and/or purchases of any products of BMK Americas LLC ("BMK") that include, contain, or incorporate any resistance additives ("Resistance Additives"), with such BMK products being referred to herein as "Resistance-added Products." You, the buyer ("You" or "Buyer") hereby agree to all of the Terms.

1. BMK shall not be bound by any terms, conditions, or instructions not appearing in the Terms, or any items, conditions or instructions contrary to, inconsistent with, or different than the Terms, whether appearing on Buyer's request for quote, purchase order, or on or in any other document or communication whatsoever. shall constitute Buyer's Terms. Any terms additional to or different from these Terms, including but not limited to terms contained in any Buyer's purchase order or terms and conditions of purchase, are deemed material and are hereby expressly rejected unless specifically agreed to by BMK in a signed writing.

2. Buyer's acceptance of and agreement to the Terms shall be conclusively presumed from and established by any of the following (upon which BMK may rely): (a) Buyer's request for, or order or purchase of, any Resistance Additives or Resistance-added Products; (b) Buyer's receipt of BMK's confirmation of an order for any Resistance Additives or Resistance-added Products without written objection sent to BMK within five (5) days after receipt of the confirmation; (c) Buyer's request or instruction for BMK to ship any Resistance Additives or Resistance-added Products; (c) Buyer's acceptance of, use of, or payment for, any Resistance-added Products; or (d) Buyer's taking any other action, or inaction, evidencing Buyer's acceptance of any Resistance Additives or Resistance-added Products.

3. Buyer Acknowledgements; Indemnification.

(a) Buyer acknowledges and agrees that Resistance Additives are included in the product solely to try to provide additional protection to BMK products themselves (which products in turn may become components of Buyer's products). The effectiveness of the Resistance Additives in providing any resistance protection to BMK products is largely and critically dependent upon, among other things, Buyer's proper selection of raw materials such as substrate, Buyer's proper incorporation of the Resistance-added Products into Buyer's end products, and Buyer's proper cure of Buyer's end products, and BMK has no control over, or involvement or participation in, any of the same. Buyer also acknowledges that the Resistance Additives and the Resistance-added Products do not protect users or others against bacteria, viruses, germs, or other disease organisms, and that the user should always clean all BMK products thoroughly after each use. Buyer agrees and represents that it will not make any claims or statements about the Resistance Additives or the Resistance-added Products or their qualities without the prior written approval of BMK.

(b) Buyer agrees to indemnify, defend, and hold harmless BMK, its parents, subsidiaries, divisions, and affiliated companies, and all of their respective directors, officers, employees, shareholders and agents, from and against any and all claims (whether or not frivolous), actions, proceedings, costs, demands, damages, judgments, losses, penalties, interest, fines, liabilities, or expenses (including reasonable attorneys' fees, expenses, and costs of investigation) in any way arising out of or related to: (i) any damage to property (including but not limited to Buyer's products) or injury (including death) to persons alleged to have occurred in any way in connection with or as a result of any of Buyer's products; (ii) any defects in any of Buyer's products, including to properly serve the uses contemplated; or (iii) any breaches by Buyer of any of the Terms.

4. Disclaimer of Warranties; Limitations.

(a) DISCLAIMER OF WARRANTIES. ALL RESISTANCE ADDITIVES AND RESISTANCE-ADDED PRODUCTS ARE PROVIDED "AS IS." BMK HEREBY EXPRESSLY DISCLAIMS ANY AND ALL, AND MAKES NO, WARRANTIES OR REPRESENTATIONS, WHETHER EXPRESS, IMPLIED, OR

STATUTORY, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE, AND ANY AND ALL OTHER OBLIGATIONS AND/OR LIABILITIES, WHETHER IN CONTRACT, IN TORT, OR OTHERWISE. BMK HEREBY DISCLAIMS ANY, AND MAKES NO, WARRANTIES REGARDING THE ACCURACY OR COMPLETENESS OF ANY INFORMATION PROVIDED IN CONNECTION WITH OR RESULTS OBTAINED THROUGH USE OF THE RESISTANCE ADDITIVES AND/OR RESISTANCE-ADDED PRODUCTS, AND BMK SHALL HAVE NO LIABILITY FOR ANY CLAIM ARISING FROM ANY USE OF SUCH INFORMATION OR RESULTS.

(b) EXCLUSION OF DAMAGES; LIMITATIONS. IN NO EVENT SHALL BMK BE LIABLE OR RESPONSIBLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND AND/OR HOWEVER CAUSED, INCLUDING BUT NOT LIMITED TO DAMAGES TO OTHER PROPERTY, INCONVENIENCE, LOSS OF GOODWILL, LOSS OF PROFITS, LOSS OF SALES, LOSS OF REVENUE OR OTHER FINANCIAL LOSS, COST OF SHIPMENT, DOWNTIME, DAMAGES TO OTHER PROPERTY, INCONVENIENCE, OR LOSS OR DELAY OF USE OF EQUIPMENT OR OTHER GOODS, , WHETHER IN CONTRACT, TORT, OR UNDER ANY OTHER THEORY OF LIABILITY, EVEN IF BMK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE ESSENTIAL PURPOSE OF THIS PROVISION AND THE DISCLAIMERS AND LIMITATIONS ABOVE IS TO LIMIT THE LIABILITY OF BMK ARISING OUT OF THE SALE OF RESISTANCE ADDITIVES AND RESISTANCE-ADDED PRODUCTS TO BUYER. BUYER ACKNOWLEDGES AND AGREES THAT SUCH LIMITATIONS ARE INTEGRAL TO THE AMOUNT OF CONSIDERATION LEVIED IN CONNECTION WITH THE SALE OF RESISTANCE ADDITIVES AND/OR RESISTANCE-ADDED PRODUCTS TO BUYER, AND THAT IN THE ABSENCE OF SUCH DISCLAIMERS AND LIMITATIONS, SUCH CONSIDERATION WOULD OF NECESSITY BE SET SUBSTANTIALLY HIGHER. IF YOU ARE A CALIFORNIA RESIDENT, YOU WAIVE CALIFORNIA CIVIL CODE §1542, WHICH SAYS: “A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.” IF YOU ARE A RESIDENT OF A STATE WITH A PROVISION SIMILAR TO CALIFORNIA CIVIL CODE §1542 WHICH LIMITS THE EXTENT OF A GENERAL RELEASE, YOU HEREBY WAIVE SUCH PROVISION. SOME STATES MAY NOT RECOGNIZE A DISCLAIMER OR LIMITATION OF WARRANTIES AND/OR LIMITATION OF LIABILITY, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO BUYER IN SUCH EVENT. BUYER MAY ALSO HAVE DIFFERENT AND/OR ADDITIONAL RIGHTS AND REMEDIES THAT VARY FROM STATE TO STATE. IF ANY IMPLIED WARRANTIES APPLY AS A MATTER OF LAW, THEY ARE LIMITED IN DURATION TO THE MINIMUM LENGTH ALLOWED BY LAW. NO REPRESENTATIVE OF BMK IS AUTHORIZED TO GIVE ANY WARRANTIES ON BMK'S BEHALF OR TO ASSUME FOR BMK ANY OTHER LIABILITY IN CONNECTION HERewith. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL BMK'S MAXIMUM AGGREGATE LIABILITY TO BUYER EXCEED THE AMOUNT OF THE PRICE PAID TO BMK BY BUYER FOR AB ADDITIVES IN THE PARTICULAR ORDER GIVING RISE TO SUCH LIABILITY. THE FOREGOING LIMITATIONS APPLY EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

5. **General Provisions.** The Terms shall be binding upon Buyer and Buyer's successors, agents, executors, heirs, and assigns, and shall inure to the benefit of BMK and its successors and assigns. The Terms, together with any order confirmation and/or invoice issued by BMK, is intended to set forth the entire understanding between the parties relating to the sale/provision by BMK of Resistance Additives or any Resistance-added Products, and it supersedes and cancels any prior agreement, representation, or communication, whether verbal or written, between the parties relating to the same. There are no understandings, representations or warranties of any kind except as expressly set forth herein. The provisions of paragraphs 3 through 5 shall survive delivery, inspection, acceptance of and payment for any Resistance Additives, or any Resistance-added Products, shall remain applicable and effective, and shall inure to the

benefit of BMK, the other indemnified parties, and their respective successors, and assigns. If any provision of the Terms are, for any reason, adjudged by any court of competent jurisdiction to be invalid or unenforceable, such judgment shall not affect, impair, or invalidate the remainder of the Terms but shall be confined in its operation to the provision(s) of the Terms directly involved in the controversy in which such judgment shall have been rendered. The headings are for ease of reference only and shall have no effect on the interpretation of the Terms. The Terms shall be governed, controlled, and interpreted in accordance with the laws of the State of North Carolina, without regard or resort to its conflict of laws principles. In the event of any dispute in any way arising under or concerning the Terms, the parties agree that any claims brought shall be asserted exclusively in the Superior Court of Davidson County, North Carolina, or the United States federal court for the federal district in which Lexington, North Carolina is located. The parties further agree that jurisdiction and venue for any applicable legal proceeding shall be exclusively in such courts, and the parties specifically hereby stipulate that such courts have personal jurisdiction over them in any litigation arising under the Terms and they waive, and agree not to assert, any motions, defenses or arguments based on lack of personal jurisdiction or improper or inconvenient venue in such courts. In the event of any dispute with respect to the proper interpretation of any term of this Agreement, no one party shall be deemed to be the drafter.