

Terms & Conditions

Last updated November 8, 2024

These terms and conditions shall be the sole and complete agreement between Quantum Polymers, Inc. ("Quantum") and you (the "Buyer") and apply to each transaction between Quantum and Buyer except if superseded by an applicable written contract signed by Quantum and Buyer. Any terms and conditions stated by Buyer in any purchase order or document related to the goods listed which are in conflict, different from, or in addition to the terms and conditions herein shall not be binding unless separately and expressly accepted in writing by Quantum. If goods are shipped to a location other than the Buyer's facility, Buyer remains fully obligated and subject to the terms and conditions set forth herein.

A. LIMITATION OF WARRANTY & LIABILITY & ASSUMPTION OF RISK BY BUYER

QUANTUM EXPRESSLY DISCLAIMS ANY AND ALL GUARANTEES AND WARRANTIES FOR THE GOODS SUPPLIED, INCLUDING BUT NOT LIMITED TO: 1) ANY IMPLIED OR EXPRESS WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE; 2) ANY PRIOR WRITTEN WARRANTIES, GUARANTEES OR REPRESENTATIONS; 3) ANY IMPLIED WARRANTIES, GUARANTEES OR REPRESENTATIONS; 4) WARRANTY OF TITLE; AND 5) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY, WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE, TRADE OR OTHERWISE. THE GOODS ARE DELIVERED ON THE CONDITION THAT BUYER ACCEPTS QUANTUM'S DISCLAIMERS OF WARRANTIES, GUARANTEES AND REPRESENTATIONS AS STATED HEREIN, AND THAT BUYER MAKE ITS OWN DETERMINATION AS TO THE SUITABILITY OF THE GOODS FOR ITS PARTICULAR PURPOSE, AND ON THE CONDITION THAT BUYER ASSUMES THE RISK OF ITS USE OF THE GOODS DELIVERED. BUYER IS ADVISED TO TEST THE GOODS TO CONFIRM SUITABILITY IN ITS MANUFACTURING PROCESS AND MEETS ITS NEEDS AND THE NEEDS OF THE BUYER'S CUSTOMERS.

IN NO EVENT WILL QUANTUM BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF, OR RELATING TO, OR IN CONNECTION WITH ANY BREACH OF ITS OBLIGATIONS UNDER THESE TERMS AND CONDITIONS OR ANY OTHER AGREEMENT BETWEEN QUANTUM AND BUYER, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT QUANTUM WAS ADVISED OF THE

POSSIBILITY OF SUCH DAMAGES, © THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED, AND (D) THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL QUANTUM'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO ANY INVOICE OR ANY OTHER AGREEMENT WITH BUYER, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO QUANTUM FOR THE GOODS SOLD PURSUANT TO SUCH INVOICE OR OTHER AGREEMENT.

EXCEPT FOR CLAIMS FOR WHICH BUYER OWES AN INDEMNIFICATION OBLIGATION OR CLAIMS RELATED TO BUYER'S NON-PAYMENT OF AMOUNTS OWED TO QUANTUM, ALL CLAIMS MUST BE FILED WITHIN ONE (1) YEAR AFTER SAID CLAIM OR CAUSE OF ACTION AROSE OR SHALL BE FOREVER BARRED.

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, BUYER ASSUMES ALL RISK AND LIABILITY FOR THE RESULTS OBTAINED BY THE USE OF ANY GOODS IN THE PRACTICE OF ANY PROCESS, WHETHER IN TERMS OF OPERATING COSTS, GENERAL EFFECTIVENESS, SUCCESS OR FAILURE, AND REGARDLESS OF ANY ORAL OR WRITTEN STATEMENTS MADE BY SELLER, BY WAY OF TECHNICAL ADVICE OR OTHERWISE, RELATED TO THE USE OF THE GOODS.

B. BUYER'S COMMITMENTS

1. Taxes. Buyer will pay all taxes and duties, except income taxes, that are increased or levied, now or in the future, in connection with the manufacture, sale, transportation, use or disposal of the product.
2. Payments/Credit. Buyer will pay for the goods in US Currency within 30 days from the date Buyer receives the invoice for the goods without any set-off, counterclaim, or reduction of any kind or nature. If Buyer does not pay within the time prescribed, Quantum may defer shipments, accelerate the due date on all amounts owed Quantum, and/or require cash payments or other security. Nothing herein limits any of Quantum's available remedies for Buyer's failure to pay for the invoiced goods. Buyer agrees to pay reasonable collections costs including but not limited to attorney fees and litigation costs. Quantum may charge Buyer the maximum interest allowed by law on all overdue amounts.
3. Responsible Practices. Buyer will be solely responsible for determining the suitability of product in Buyer's formulations and applications prior to use, adopt and follow safe and appropriate handling, storage, transportation, use, treatment and disposal practices with respect to the product, and the containers thereof, including such special care and practices as Buyer's use of the product requires including, without limitation, all such practices required by federal, state and local government statutes, rules, regulations or ordinances; provide appropriate warnings to, and instruct, its employees, independent contractors, agents and customers of the precautions and safe use practices required in connection with the unloading, handling, storage, use, treatment, transportation and disposal of the product, and the containers thereof, comply with applicable

health, safety, security and environmental laws and take action necessary to avoid spills or other dangers to persons, property or the environment.

4. Inspection. Buyer shall promptly, and in any event prior to use and/or commingling, inspect product shipments for non-conformance goods. Goods will be deemed to be non-conforming only if (i) the goods shipped to not conform to the specification of the goods identified on the applicable invoice; or (ii) the goods' label or packaging incorrectly identifies its contents. Failure to give notice of receipt of non-conforming goods within 15 days from the delivery of the goods at the delivery point specified in the applicable invoice will constitute a waiver by Buyer of all claims of any kind arising from Quantum's delivery of the goods. If Quantum reasonably determines that the goods delivered to Buyer under any invoice are non-conforming, then, Quantum may in its sole discretion either replace such non-conforming goods with conforming goods or grant a full or partial credit for the purchase price received by it from the Buyer for such non-conforming goods. Requests for a credit for goods on Buyer's premises are subject to prior approval, quality inspection and on terms acceptable to Quantum. Under no circumstances may material be returned to Quantum Polymers or its suppliers without written confirmation/approval from Quantum. All costs / losses incurred under such circumstances will be deducted from any credit issued for the goods. Buyer will be invoiced for the actual net weight delivered supported by either a packing list and/or certified scale tickets. In the event of a delivered weight discrepancy between Buyer and Quantum, the certified scale tickets shall govern. Buyer scale tickets dated after receipt of goods will not take precedence.

BUYER ACKNOWLEDGES AND AGREES THAT THE REMEDIES SET FORTH IN THIS SECTION B.4 ARE BUYER'S EXCLUSIVE REMEDIES FOR THE DELIVERY OF NONCONFORMING GOODS.

5. Indemnification and Lost Profits: Buyer will indemnify and hold Quantum and its suppliers and their respective owners, officers, employees, agents, successors, and assigns harmless against, and reimburse them, for all claims, damages, losses, demands, and related costs, including legal fees and costs, arising out of any complaint or claim from arising from Buyer's or any third-party's direct or indirect use of the goods supplied by Quantum or any goods manufactured using or derived from the goods supplied by Quantum. Buyer agrees that it will not seek any damages from Quantum related to Buyer's use of the goods supplied by Quantum, including but not limited to any lost profits Buyer may claim to have suffered. Buyer agrees to pay all of Quantum's collection costs including reasonable legal fees and costs.
6. Buyer recognizes that Quantum supplies a commodity that is subject to market fluctuations in price and availability. Therefore, all prices provided to Buyer are given on the basis of current known prices and availability of the goods as of the date on which the invoice for such goods is issued by Quantum. Quantum reserves the right to increase the price per pound at the time of shipment to Buyer to accommodate adverse market conditions occurring prior to shipment. Buyer shall have the right to cancel its order from Quantum if Buyer does not accept any price increase to the goods Buyer has ordered if Buyer provides written notice to Quantum within two (2) days from the date Buyer receives notice of the price increase.

C. TRANSPORTATION & DELIVERY

1. Unless otherwise specified in the applicable invoice, the title and risk of loss to the goods will pass to Buyer upon Quantum's tender of such goods to the carrier identified in the applicable invoice and/or the related shipping documentation. Notwithstanding the foregoing, for international transactions, the parties acknowledge and agree that, by use of an accompanying invoice and/or shipping documentation, the parties will use Incoterms® 2020 to supplement these Terms and Conditions regarding specific transactions.
2. Buyer will unload and return all transportation equipment, if any, to carrier promptly and in no event later than the carriers' rules tariff or contracted period, free of detention charges. Buyer will unload and tender Quantum's or suppliers' railroad cars to the railroad in accordance with suppliers' routing instructions. Carrier or Quantum may collect carriers' standard detention charge from Customer for carrier equipment if held beyond carriers' allowable time. If additional demurrage fees are incurred by Quantum as imposed by either the supplier or transportation carrier, these charges will be passed on to Buyer, subject to the agreed upon Incoterm in the applicable invoice, if the transaction is international.
3. If Quantum's and/or its suppliers' transportation equipment arrives at its destination in a damaged condition, Buyer will immediately notify Quantum. Buyer is responsible for any damage caused by Buyer or its agents to Quantum's and/or Quantum's suppliers' transportation equipment, and Buyer will be liable to Quantum and/or Quantum's supplier for any damage or destruction thereto.
4. Quantum may, in its sole discretion, without liability or penalty, make partial shipments of goods to Buyer. Each shipment will constitute a separate sale and Buyer shall pay for the goods shipped whether such shipment is in whole or partial fulfillment of the quantity purchased under the applicable invoice.
5. If for any reason Buyer fails to accept delivery of any of the goods on the date fixed pursuant to Quantum's notice that the goods have been delivered at the delivery point identified in the applicable invoice, or if Quantum is unable to deliver the goods at the delivery point on such date because Buyer has not provided appropriate instructions, documents, licenses or authorizations: (i) the goods shall be deemed to have been delivered; and (ii) Quantum may, at its option, store the goods until Buyer picks them up, whereupon Buyer shall be liable for all related costs and expenses (including, without limitation, storage and insurance).

D. CHOICE OF LAW

These Terms and Conditions and any associated invoice will be governed by the laws of the State of Illinois (USA) without regard to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Illinois (USA). These Terms and Conditions and any associated invoice shall not be governed by the United Nations Convention for International Sale of Goods. Additionally, Quantum and Buyer hereby submit to the exclusive jurisdiction, for any lawsuit arising out these Terms and Conditions and/or the goods supplied and described in this invoice, in any State or Federal court located in the County of Cook, State of Illinois, USA.

EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING ANY INVOICE OR THE TRANSACTIONS CONTEMPLATED THEREBY.

E. FORCE MAJEURE

In the event of war, act of God, fire, flood, strike, labor trouble, accident, delay of carrier, riot, act of government authority, shortage of power, failure of Quantum's raw materials suppliers to fulfill supply commitments to Quantum, market conditions, or other contingencies beyond Quantum's reasonable control, which interferes with the production, supply, Quantum's ability to ship or the transportation of material covered by the invoice shall not constitute a default. Upon termination of the intervening cause, Quantum shall promptly complete such shipment. Quantum may, without liability during any period of shortage due to any of the aforementioned causes, prorate Quantum's supply of material in such manner as Quantum believes to be fair and reasonable under the circumstances.

F. MISCELLANEOUS

1. **Notices.** All notices and other communications given or made pursuant to these Terms and Conditions will be in writing and will be deemed effectively given upon the earlier of actual receipt or (i) personal delivery to the party to be notified; (ii) when sent, if sent by electronic mail or facsimile during the recipient's normal business hours, and if not sent during normal business hours, then on the recipient's next business day; or (iii) five (5) calendar days after being placed in the hands of an internationally recognized courier service. All notices must be sent to such email address, facsimile number, or postal address specified in the applicable invoice.
2. **Severability.** If any provision of these Term & Conditions is void or unenforceable, the remainder of the Term & Conditions will not be affected thereby.
3. **No Assignment.** Buyer will not transfer or assign its rights and obligations under any invoice to any third-party without Quantum's prior written approval. Quantum may freely assign its rights and obligations under these Terms and Conditions, any invoice, and any other agreement to any third-party.
4. **Relationship Between Parties.** Quantum and Buyer are independent contractors, and these Terms and Conditions do not intend to create any agency, partnership, joint venture, trust, fiduciary or other relationship between Quantum and Buyer.
5. **Good Business Practice.** Buyer agrees to comply and assist Quantum in its compliance efforts, as applicable, with any and all applicable laws and Executive Orders relating to anti-terrorist activities or conduct of transactions involving certain foreign parties, including the U.S. Patriot Act, the US Executive Order 13224, the U.S. Foreign Corrupt Practices Act, the US Bank Secrecy Act, the US International Money Laundering Abatement and Anti-terrorism Financing Act, the US Export Administration Act, the US Arms Export Control Act, the US International Economic Emergency Powers Act, and related U.S. Treasury or other regulations. In connection with such compliance efforts, Buyer agrees not to enter into any prohibited transactions and to properly perform any currency reporting and other activities as may be required by Quantum or by applicable law. By placing an order with Quantum for purchase of goods, Buyer represents that it

and its owners, employees, agents, and representatives are not presently listed (nor has any such individual previously been listed) on the U.S. Treasury Department's List of Specially Designated Nationals, the Annex to the US Executive Order 13224, or in any other governmental list which prohibits Quantum or Buyer from dealing with such individuals, and agrees not to hire any person so listed or have any dealing with a person so listed.

6. No Right to Use IP. Nothing in these Terms and Conditions is intended or deemed to grant to Buyer or its customer any right to use Quantum's, its affiliates', or its suppliers' trademarks, service marks, commercial symbols, or other intellectual property (collectively, the "Quantum IP") and Buyer will neither use nor permit any third-party to use any Quantum IP in any manner whatsoever without Quantum's prior written approval.

**Quantum Polymers, Inc. terms and conditions are subject to periodic revision.

The version of the Terms and Conditions in effect as of the issuance date of an invoice will govern the sale of goods under such invoice. By placing an order for goods, Buyer agrees to comply with its obligations under the relevant version of the Terms and Conditions referenced in the applicable invoice.