10X ENGINEERED MATERIALS, LLC
SALES STANDARD TERMS AND CONDITIONS

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This revision applies to Sales Orders accepted on or after October 19, 2026. Pending Sales Orders remain subject to the version in effect when they were accepted (Section 2).

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1. DEFINITIONS

"After-Hours Loading" means the loading of a Buyer Pickup outside Shipping Hours, including on a Saturday, Sunday or Seller holiday. "Agreement" refers to this document which is, by this notice, fully incorporated into all Purchase Orders submitted to Seller by Buyer. "Buyer" refers to the customer, person, persons or entity who/which issues a Purchase Order to the Seller for Goods. "Buyer Pickup" means a shipment of Goods for which Buyer arranges the Carrier and the pickup at Seller's plant with Seller's prior acknowledgement and approval, including shipments tendered freight collect to a Carrier selected by Buyer. "Carrier" means the person, persons or entity designated by Buyer/Seller to transport Goods to the Buyer. "Goods" means the goods ordered by Buyer and delivered/provided by Seller to Buyer. "Pickup and Loading Charges" means the charges for After-Hours Loading published by Seller at www.10xem.com and in effect on the date of loading. "Purchase Order" means an order for Goods placed by Buyer. "Sales Order" means Seller's acknowledgement of a Purchase Order for Goods placed by Buyer. "Seller" refers to 10X Engineered Materials, LLC, an Indiana Limited Liability Company, Wabash, Indiana, 46992, or any of its subsidiaries or affiliates. "Shipping Hours" means the hours during which Seller's shipping department loads Buyer Pickups, as posted by Seller at www.10xem.com. Seller may change Shipping Hours at any time by updating its website.

2. TERMS & CONDITIONS TO GOVERN

All Purchase Orders must be in writing. Seller's acceptance of Buyer's Purchase Order is expressly made conditional on Buyer's accepting the following terms and conditions of sale, which are in lieu and substitution of any and all additional or different terms contained in Buyer's Purchase Order or other document or communication pertaining to Buyer's Order of Goods. Buyer's consent to the terms and conditions contained herein shall be conclusively presumed from Buyer's acceptance of all or any part of the Goods or from payment by Buyer for all or any part of the Goods. None of these terms and conditions may be added to, modified, superseded, or otherwise altered, except by a written instrument signed by an authorized executive of Seller. Failure of Seller to object to any terms or conditions which may be contained in any document or form of Buyer, including Buyer's Purchase Order, shall not be construed as a waiver of the foregoing conditions, nor as an acceptance of any other terms or conditions. The Seller reserves the right to change any provision of this Agreement at any time, without prior notice, which changes shall not affect any pending Sales Orders. This Agreement does not create a distribution relationship or contract, exclusive or otherwise, nor will such a relationship or contract be inferred from any course of dealing between the Seller and Buyer or any of Seller's other customers who/which purchase Goods subject to this Agreement. The Seller and Buyer and any other customer of Seller who/which purchases Goods from Seller are each free without penalty to cease doing business with the other at any time, for any reason whatsoever and without notice, unless otherwise provided in a separate, written contract signed by an executive of the Seller and of the particular Buyer. Such cessation of the business relationship between the Seller and the Buyer does not terminate or otherwise cancel any then pending Sales Order.

3. ORDER ENTRY & CREDIT

Purchase Orders are normally placed through the Seller's customer service center or a sales representative of Seller. A Purchase Order shall become effective only upon the date of acceptance of Buyer's order on Seller's Sales Order form or upon the date the goods are shipped, whichever occurs first. All Purchase Orders to be placed on credit are subject to the review and approval of the Seller's credit department. The Seller reserves the right to select its own customers. All Buyers must periodically complete and update, as required by Seller, a credit application form prepared by the Seller, and all Buyers agree to adhere to the terms and conditions stated in such application of which this Agreement is a part thereof. The Seller reserves the right to reject any Purchase Order if it, in its sole discretion, deems the financial responsibility or condition of the Buyer placing any Purchase Order to be unsatisfactory.

4. PRICING

All pricing is subject to Seller approval. All Goods will be invoiced at the price in effect on the date of shipment. The Seller reserves the right to adjust current pricing to meet competition, but all price exception requests must be approved in writing prior to the shipment of Goods. The Seller reserves the right to cancel or remove price adjustments or exceptions which may have previously been made to meet a competitive offer, when in its judgment it becomes necessary or prudent to do so, or if the competitive situation no longer exists. ALL PRICING IS SUBJECT TO CHANGE WITHOUT NOTICE. An effort will be made, however, to provide sufficient lead-time to the Buyers before a price is changed. Shipments made on or after the date of a price change will be invoiced at the new price.

5. TAXES

The quoted purchase price may be increased to the extent that Seller's cost of the Goods sold hereunder may be increased as a result of: (1) any agreements, codes, or legislative enactments made or enacted pursuant to federal, state or municipal legislation; and (2) increase in the cost of labor or raw materials. In addition to paying the quoted purchase price, Buyer is solely liable and responsible for any and all excises, levies or taxes which Seller may be required to pay or collect, under any existing or future law, upon or with respect to the sale, purchase, delivery, storage, processing, use, consumption or transportation of any of the Goods covered hereby, and Buyer agrees to pay the amount thereof on the same terms and conditions as it shall pay the quoted purchase price.

6. PAYMENT

Payment terms will be as stated on the face of each individual invoice, and cash discounts, if any, will be allowed only if taken within the time stated thereon, which shall be calculated from the invoice date. Invoice date is the same as the date of shipment. Payments not received by the net due date will be considered past due and could result in a suspension or cancellation of other shipments of Goods. Seller reserves the right to charge FINANCE CHARGES of 2% per month (24% APR), if payment of invoice is not received by the due date as designated on the invoice. In the event of default, Buyer agrees to pay all Finance Charges, court costs, and costs of collection including, but not limited to, reasonable attorney's fees. Payment shall be made: (a) in full without set off, counterclaim or withholding of any kind (save where and to the extent that this is by law excluded); and (b) in U.S. Dollars (USD) within thirty (30) days of the date of invoice.

7. REVISIONS/CANCELLATIONS

The customer service center must handle revisions or cancellation of Sales Orders. Written notification must be received 48 hours in advance of scheduled ship date, otherwise the Buyer will be held responsible for full payment. Upon such cancellation, Seller shall cease work and hold for Buyer all completed and partially completed Goods in progress and Buyer shall pay Seller: (1) for all work and materials that have been committed to and/or identified to Buyer's order plus (2) a cancellation charge as prescribed by Seller; and (3) a reasonable profit to Seller on the entire contract.

8. FREIGHT

Unless stated herein or approved by Seller in writing in advance, all shipments are F.O.B. (Free On Board) Origin, freight prepaid. All freight expense will be charged to the Buyer in addition to the invoice price for the Goods. Upon request, shipments may be made, in Seller's sole discretion, F.O.B. Origin, freight collect. The Seller reserves the right to prohibit Buyer pickups where and when it deems appropriate. Seller will not guarantee exact pick-up times. Carriers selected by Buyer for Buyer pick-ups must be notified to coordinate pickup times with Seller's shipping department. Buyer Pickups are loaded during Shipping Hours. Seller may, in its sole discretion, load a Buyer Pickup outside Shipping Hours or reschedule the pickup for the next business day during Shipping Hours. Seller may charge Buyer for After-Hours Loading in accordance with the Pickup and Loading Charges, and may waive the charge in its sole discretion. Before loading begins, Seller will advise the Carrier or Buyer of any charge that will apply, and the Carrier's or Buyer's acceptance of After-Hours Loading constitutes Buyer's agreement to pay it. Pickup and Loading Charges are in addition to the price of the Goods and all other charges under this Agreement, will be invoiced to Buyer and are payable in accordance with Section 6, and are Buyer's responsibility whether the late arrival was caused by Buyer or by Buyer's Carrier. Detention or other accessorial charges imposed by Buyer's carrier will be the responsibility of the Buyer. On all shipments, the title to and risk of loss of or damage to the Goods pass to the Buyer upon delivery of the goods by the Seller to the Carrier.

9. FREIGHT ACCESSORIALS

Charges for reconsignment, diversion, driver assist unloading, detention, demurrage or other accessorial charge assessed by the Carrier in accordance with the provisions of the Carrier's tariff will be charged to the Buyer when such instances are at "Buyer's request" or otherwise agreed upon when Seller initially quotes delivery of Goods. Pickup and Loading Charges under Section 8 are charges of the Seller, not of the Carrier, and apply in addition to any accessorial charge assessed by the Carrier.

10. METHOD OF SHIPMENT

a. Truckload – An order for one or more truckloads, in increments of full truckloads, for Goods shipped from a single plant.

b. Less-Than-Truckload (LTL) – An order for less than a truckload of Goods shipped from a single plant.

c. Buyer Pickup – Freight arranged by Buyer with Seller's prior acknowledgement and approval. Buyer Pickups are subject to the Shipping Hours and Pickup and Loading Charges provisions of Section 8.

d. Stopover Shipment – A Stopover shipment is a full truckload to a final destination with one stop in between. Stops must be on an efficient route from the Seller's shipping plant to the final destination designated by the Buyer. Certain mileage restrictions between stops may apply.

e. Intermodal Shipment – Typically a truckload that is attached to a rail car for transportation via railroad near a final destination before being removed and transported over the road to the final destination designated by the Buyer.

f. In all cases except Buyer pickup, Seller reserves the right to choose Carrier and routing. Additional costs incurred using a Buyer-specified Carrier or routing will be charged to the Buyer.

11. DELIVERY

Unless otherwise stated in the Sales Order, all time periods stated for delivery run from the Sales Order date and are to be treated as estimates only not involving any contractual obligations. The Seller will make every reasonable attempt to meet a Buyer's request for a specified delivery date; however, Seller cannot ensure a specified time of day for delivery. The Seller will not be responsible for any failure or delay of delivery or other performance due to fire, flood, windstorms, weather-related closures, labor difficulties, plant or equipment breakdowns, riots or civil commotions, explosions, war or due to any other cause or causes beyond its control, including, but not limited to, those additionally listed in Sections 16 and 20 of this Agreement.

12. RETURNS

Requests to return Goods must be approved in advance, in writing, by the Seller. If the reason for the return is other than a timely claim under the Seller's Limited Warranty for the product, a 25% restocking fee will be assessed, and the Buyer must pay both the original outbound freight and the return freight and all handling charges. Any return of Goods is also subject to inspection and final acceptance at Seller's plant. Any authorized credit adjustments will apply only if the Goods are returned in the same condition as when those particular Goods were shipped. No credit will be given for unauthorized returns, opened packaging, or partial packages.

13. SHORTAGE/OVERAGE OR DAMAGE CLAIMS

The Seller ships all Goods under "Shipper Load & Count." The Buyer must immediately report shortage, overage or damage to the Seller BEFORE the Carrier leaves the delivery site. The Seller will review all production and loading records before the Carrier leaves the site. Both the Buyer and Carrier must document the discrepancy or damage on the Bill of Lading and sign accordingly in the appropriate space. AT NO TIME WILL SELLER AUTHORIZE BUYER TO DEDUCT FUNDS FOR DAMAGED GOODS OR SHORTAGES WITHOUT PRIOR WRITTEN APPROVAL. When concealed damage is discovered later, and not made known to or acknowledged by the Carrier at the time of delivery, the following conditions apply:

a. Buyer must hold the Goods and all packaging material for the Carrier's inspection.

b. The Carrier must be notified, and inspection requested within fifteen (15) working days from the date of delivery. Failure to do so voids all claim rights.

c. If Goods are moved from point of delivery before Carrier's inspection, claim rights are void.

d. Under no circumstances will a claim be allowed if the Buyer disposes of Goods which Buyer claims have been damaged in transit, concealed or otherwise, without the Carrier's or Seller's prior written approval.

14. QUALITY CLAIMS

When any product quality complaint as to the condition of the Goods exists:

a. The Buyer must immediately notify the sales representative or customer service representative, and the Buyer must safeguard the Goods until such time as Seller can inspect the Goods.

b. The Goods claimed to be defective, off quality, or substandard must not be used or sold by the Buyer.

c. If needed, the sales representative may arrange for an onsite inspection, obtain the facts, and discuss the results with the Buyer.

d. If needed, the Buyer may be required to return one (1) unopened package plus one (1) representative sample of deficient product to the Seller for review, testing, etc. Said return shall be to the Seller's address shown below (or other address provided by Seller) and shall be marked "Attention: Plant Manager."

15. DELIVERY CLAIMS

For all deliveries, Buyer and Carrier must sign and log the date/time of arrival and departure on the Bill of Lading. Buyer must also immediately notify Seller's customer service center of any such claim(s). Delivery claims will NOT be allowed for conditions outside of Seller's control. Additionally, delivery claims will not be accepted where full completion of Bill of Lading is not performed. Delivery claims will be limited ONLY to the value of the line haul rate as quoted by Carrier to Seller.

16. LIMITED WARRANTY

Goods manufactured and sold by Seller are warranted to Buyer to be free from only defects in materials and workmanship at the time of shipment. The foregoing warranty is Seller's sole and only warranty with respect to the Goods. All other warranties, expressed or implied, including, but not limited to, the implied warranties of marketability and fitness for a particular purpose, are hereby disclaimed. There are no warranties, express or implied, which extend beyond the description on the face hereof. Goods manufactured and sold by Seller to Buyer are "As-Is". Seller shall not be liable for incidental or consequential damages, directly or indirectly sustained, nor for any loss (i) caused by application of Goods not in accordance with current printed instructions or (ii) for uses other than those intended by the Seller. The Seller shall not be liable for Goods claimed to be defective where the defect resulted from causes not within Seller's control, or which arose or occurred after shipment, including, but not limited to, accidents, misuse, mishandling, improper installation, contamination or adulteration by other materials or goods, or abnormal conditions of temperature, moisture, dust, or corrosive matter. Seller's liability is expressly limited to the replacement of defective Goods or, at the Seller's option, to a payment or credit not greater than the original purchase price of the Goods. Defective Goods shall be returned to Seller's plant, transportation charges pre-paid by Buyer. Any claim shall be deemed waived unless made in writing thirty (30) days from the date it was or reasonably should have been discovered.

17. LIMITATION OF LIABILITY

Seller's liability to Buyer, whether in contract, tort, under any warranty, in negligence, strict liability or otherwise, shall not exceed, in any case, the return of the amount of the purchase price paid by Buyer and under no circumstance shall Seller be liable for special, indirect or consequential damages. The terms and conditions stated herein, and the price paid for the Goods is consideration for limiting Seller's liability. No action, regardless of form, arising out of the transactions under Buyer's Purchase Order, Seller's Sales Order, Seller's invoice or this agreement may be brought by Buyer more than one (1) year after the date of Seller's invoice. Without limiting of the foregoing, in no event will Seller be responsible or liable for (1) any penalty of any description or (2) indemnification of Buyer or others for costs, damages or any expenses arising out of or related to the Goods.

18. BUYER'S RESPONSIBILITY

Buyer assumes all ownership of the Goods once it leaves the Seller's shipping plant. As owner of the material, Buyer is responsible for, and assumes all liability for, the proper use and disposal of the Goods. Buyer is responsible for using the Goods in a safe and professional manner in accordance with all local, state, and federal codes and standards. This would include, but not be limited to, EPA and OSHA standards for proper disposal and safe use practices.

19. PROPER USE

Buyer assumes all liability for the use, or misuse of the Goods. Seller is not responsible for damage to any materials to which the Goods are being applied. This would include damages to substrate materials resulting from the materials use or misuse on that substrate, or normal wear and tear on Buyer's equipment from the use of the supplied Goods. Buyer is responsible for using the Goods in a safe and workman like manner in accordance with generally accepted industry standards and practices.

20. FORCE MAJEURE

Delay in delivery or non-delivery in whole or in part by Seller shall not be a breach of this Agreement if performance is made impracticable by the occurrence of any one or more of the following contingencies, the non-occurrence of which is a basic assumption on which this Agreement is made: (a) fires, floods, weather-related closures, or other casualties; (b) wars, riots, civil commotion, embargoes, governmental regulation, or martial law; (c) Seller's inability to obtain necessary materials (finished or otherwise) from its usual sources of supply; (d) shortage of cars or trucks or delays in transit; (e) existing or future strikes or other labor troubles affecting production or shipment, whether involving employees of Seller or employees of others, and regardless of responsibility or fault on the part of the Seller or other employer; and (f) other contingencies of manufacture or shipment, whether or not of a class or kind mentioned herein, not reasonably within Seller's control.

21. TECHNICAL ASSISTANCE

Safety Data Sheets (SDS) are prepared in accordance with OSHA (Occupational Safety and Health Administration) requirements. SDS are available and disseminated via the Seller's website (www.10xem.com), Seller's sales representatives, manufacturing facilities and/or customer service center. Buyers are encouraged to contact the company at (260)209-1207 or at info@10xem.com for further information.

22. WAIVERS

The failure of the Seller to enforce any term or condition of this document, or the waiver by the Seller of any non-compliance with this document, shall not prevent a subsequent enforcement of such term or condition, nor be deemed a waiver of any subsequent non-compliance.

23. INDEMNIFICATION

Buyer agrees to save and hold Seller harmless from any and all claims, demands, liabilities, costs, expenses or judgements arising in whole or in part, directly or indirectly, out of the negligence or lack of care by Buyer or Buyer's customers, agents, employees, servants or invitees involving the use of the Goods supplied by Seller. This indemnification shall include all costs, attorney's fees and any and all other expenses paid or incurred by or imposed upon Seller in connection with the defense of any such claim.

24. JURISDICTION AND VENUE

The parties expressly agree that all contracts and agreements between them shall be deemed to have been made in and shall be performed in the State of Indiana, and that all questions concerning the validity, interpretation, or performance of any terms or provisions therein, or of any rights or obligations of the parties thereunder, shall be governed by and resolved in accordance with the laws of the State of Indiana without regard to conflicts of law principles. Both Buyer and Seller consent to the exclusive jurisdiction of the state courts of Indiana located in Wabash County, Indiana, with respect to any and all actions between them, and waive any and all objections thereto.

10X Engineered Materials, LLC is an Equal Opportunity Employer.

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