



TERMS AND CONDITIONS OF SALES OF ASTERION, LLC

Revised and effective for Agreements entered into after November 11, 2019

ALL SALES BY ASTERION OF ANY PRODUCT ARE SUBJECT TO THE ASTERION TERMS AND CONDITIONS OF SALE EFFECTIVE ON THE DATE ANY PURCHASE ORDER IS RECEIVED AND ALL OF THESE TERMS AND CONDITIONS OF SALE ARE INCORPORATED IN FULL BY THIS REFERENCE. THESE TERMS AND CONDITIONS OF SALE ARE AVAILABLE AT www.asterionstc.com/salesterms, AND ALSO WILL BE PROVIDED BY MAIL OR FAX TO THE PURCHASER UPON REQUEST. ASTERION, LLC LIMITS ACCEPTANCE OF ANY PURCHASE ORDER TO THESE TERMS OF SALE AND OBJECTS TO ANY OTHER ADDITIONAL OR DIFFERENT TERMS IN THE PURCHASER'S PURCHASE ORDER OR ACCEPTANCE.

1. **Definitions.** Capitalized terms are defined in the following sections and the following terms used but not defined herein have the following meanings:
 - a. "Agreement" means any offer, proposal, bid, quotation, purchase order, confirmation or agreement regarding the sale of Goods.
 - b. "Buyer" means any person or entity which buys Goods.
 - c. "Goods" means any goods sold by Asterion to Buyer pursuant to or in connection with an Agreement, including without limitation, chemical products, or other products of any type.
 - d. "Terms" means these Terms and Conditions of Sale.
 - e. "Asterion" means Asterion, LLC an Indiana limited liability company.
2. **Entire Agreement.** Notwithstanding any different or additional terms or conditions contained in Buyer's order or other communication, these terms apply to and are fully incorporated into any Agreement to which they are attached or referenced as though fully set forth in the Agreement. Together with the Agreement, these Terms: (i) constitute the entire agreement between Buyer and Asterion for the sale of Goods; (ii) supersedes all prior or contemporaneous communications, discussions, proposals, representations, warranties, agreements and/or communications, whether verbal or written regarding the sale of Goods; and (iii) excludes any terms or conditions provided by Buyer which will be null and void and of no force. **NOTICE: THE SALE OF ANY GOODS BY ASTERION IS EXPRESSLY LIMITED TO, AND EXPRESSLY CONDITIONED UPON BUYER'S ACCEPTANCE OF THESE TERMS AND CONDITIONS. ASTERION ACCEPTS BUYER'S ORDER ONLY UPON THE CONDITION THAT BUYER ACCEPTS AND CONSENTS TO THESE TERMS AND CONDITIONS.** Buyer's acceptance of any Goods or delivery of any document indicating an order of Goods shall be deemed to be an acceptance of all of these terms and conditions. Any Buyer terms of sale are rejected by Asterion and shall have no force or effect, unless expressly agreed to by Asterion in a separate writing. Any notice from Buyer objecting to these Terms and Conditions must be made in a writing separate from any purchase order or other form document issued by Buyer. Asterion's failure to object to any provisions contrary to these Terms and Conditions contained in any form of purchase order or other communication from Buyer shall not constitute a waiver of the provisions contained in these Terms.
3. **Orders.** Unless otherwise set forth in the Agreement, all proposals, bids and quotations submitted by Asterion are non-binding and subject to change. All purchase orders submitted by Buyer will be only deemed accepted upon written confirmation by Asterion. Once such orders are accepted by Asterion, orders may not be cancelled.



4. **Prices and Taxes.** Unless otherwise set forth in the Agreement, the price of the Goods excludes all taxes, duties, fees, tariffs and other charges which are the responsibility of the Buyer. Unless otherwise specified, all prices are FOB shipping point and prices are provided in United States Dollars (\$). If Asterion is required to collect or pay any such taxes, duties, fees or charges upon the sale of Goods, then Asterion may add such amounts to the price and they will be paid by the Buyer.
5. **Shipment.** Unless otherwise agreed all Goods will be shipped FOB shipping point. All risk of loss passes to Buyer upon shipment. Shipping dates provided by Asterion are approximate. Asterion shall use commercially reasonable efforts in order to meet shipping dates, but Asterion does not guarantee it will do so. Failure to meet any shipment date does not constitute cancellation or any cause for damages of any type or kind. Buyer may not reject Goods or be entitled to a reduction in price because Goods are not shipped by any estimated shipping date. Buyer shall pay all freight, handling, delivery, special packaging and insurance charges for shipment of Goods. Buyer shall choose the carrier, shipping method and route at Buyer's election. In the event Buyer does not make such election, Asterion shall choose the carrier, shipping method and route at its discretion.
6. **Delivery/Acceptance.** Buyer shall inspect all Goods within five (5) days following receipt and provide Asterion with written notice of acceptance or rejection. If Buyer fails to provide Asterion with such notice, Goods will be deemed accepted by Buyer. Asterion's invoice weights and volumes shall control unless a variance of more than five percent (5%) from the quantity set forth in the Agreement is proven to Asterion's satisfaction.
7. **Title Transfer.** Title to Goods will transfer from Asterion to Buyer upon shipment of the Goods. Buyer assumes all risk and liability for, and hereby agrees to indemnify and hold Asterion harmless from and against all losses, liabilities and claims whatsoever (whether for personal injury, property damage or otherwise) arising out of the transportation, storage, handling, unloading, or use of any of the Goods after title passes to Buyer.
8. **Payment Terms.** Unless otherwise set forth in the Agreement, Buyer shall pay for Goods within thirty (30) day after the date of the applicable invoice. If Buyer's creditworthiness changes, Asterion may demand advance payment for Goods or other means of financial security. In addition to any other remedy, if Buyer is in default, then Asterion may cancel all further deliveries to Buyer. Buyer shall make all payments unconditionally and without any setoff, recoupment, counterclaim, or the withholding of any payment of any amounts due to Asterion under the Agreement by reason of any claim or dispute with Asterion. All past due accounts will incur interest at the lesser of: (i) one and one half percent (1 ½%) per month; or (ii) the highest interest rate permissible under applicable law. Buyer shall be responsible for all costs and expenses incurred by Asterion in collecting any amounts due from Buyer under the Agreement, including without limitation, the fees and costs of any and all attorneys incurred in the collection of such amounts.
9. **Termination/Cancellation.** Unless otherwise set forth herein, Buyer may not cancel or terminate this Agreement. In the event Buyer attempts to cancel or otherwise terminate this Agreement and Asterion consents to such cancellation or termination, Buyer shall pay to Asterion the reasonable costs and expenses incurred by Asterion as a result of performing the Agreement prior to the date of termination or cancellation. Such costs and expenses may include without limiting the generality of the foregoing, raw materials, labor, production costs incurred by



Asterion prior to such termination or cancelation, as well as the pro rata amount of all profit anticipated by Asterion in connection with the sale of Goods. In addition to any remedies that otherwise may be available to Asterion under this Agreement, Asterion may terminate this agreement immediately and without any notice to Buyer, and Asterion shall recover from Buyer the costs, expenses and profits described in this section, if: (i) Buyer fails to pay when due any amount owed under this Agreement; (ii) has not otherwise performed any of its obligations under this Agreement; (iii) becomes insolvent, files or has a petition filed against Buyer under any bankruptcy, receivership or insolvency law; or, (iv) violates or is reasonably believed by Asterion to have violated any applicable laws including anti-bribery, anti-corruption or anti-money laundering laws.

10. **Intellectual Property.** Asterion grants to Buyer a limited, perpetual, royalty free, worldwide, fully paid non-exclusive license to use the Goods as set forth in this Agreement (“License”). Except for such License, Asterion does not grant to Buyer, and Buyer does not acquire from Asterion any right, title, or interest in any intellectual property owned or licensed by Asterion, regardless of whether such intellectual property is embodied in the Goods. All such intellectual property remains the property of Asterion. Without Asterion’s prior written consent, Buyer shall not directly or indirectly: (i) reverse engineer any of the Goods; (ii) file any patent application based upon the Goods; or, (iii) challenge or attempt to invalidate any of Asterion’s intellectual property associated with the Goods.
11. **Limited Warranty.** Asterion warrants to Buyer that the Goods, at the time of delivery to Buyer, will materially comply with Asterion’s specifications for the Goods (“Warranty”). Buyer’s sole and exclusive remedy for any breach of the Warranty is, at Asterion’s option: (i) repair or replace the non conforming Goods; or (ii) reimburse Buyer for that portion of the purchase price for the Goods attributable to the non-conforming Goods. Unless otherwise set forth in the Agreement, Buyer must provide written Notice to Asterion of any claim under the Warranty, specifying the particular non-conformity, within fifteen (15) days following the date upon which Buyer first became aware of the alleged breach of Warranty, but in no event later than twelve (12) months after delivery of the Goods, or, in such event, such claim will be deemed barred and waived. The Warranty does not apply to Goods which have been: (i) subject to misuse, negligence, accident, improper maintenance or storage; (ii) altered without Asterion’s prior consent; or, (iii) based upon Asterion’s examination of the Goods, do not disclose to Asterion’s satisfaction non-conformance to the Warranty. Asterion makes no warranty as to the intended use or application of the Goods by Buyer. Goods may not be returned without the written authorization of Asterion and all costs of return are the responsibility of the Buyer. **ASTERION DISCLAIMS ANY AND ALL OTHER WARRANTIES WHETHER EXPRESS OR IMPLIED AND WHETHER ARISING BY OPERATION OF LAW, COURSE OF DEALING, OR USAGE OF TRADE, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE AND NON-INFRINGEMENT.**
12. **Disclaimer of Damages and Limitation of Liability.** **ASTERION, TO THE MAXIMUM EXTENT POSSIBLE AND PERMITTED BY APPLICABLE LAW DISCLAIMS AND SHALL NOT BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, ENHANCED OR PUNITIVE DAMAGES, LOST PROFITS OR REVENUES, DIMINUTION IN VALUE, INCLUDING WITHOUT LIMITING THE FOREGOING, DAMAGES ARISING OUT OF THE DELIVERY, NON-DELIVERY, SALE, RESALE OR USE OF THE GOODS, LOST PROFITS OR**



PRODUCTION DOWN TIME WHETHER BASED ON CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, AS A RESULT OF THE AGREEMENT OR THESE TERMS, EVEN IF SUCH DAMAGES WERE FORESEEABLE OR ASTERION HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. ASTERION'S MAXIMUM LIABILITY UNDER THE AGREEMENT AND THESE TERMS WILL NOT EXCEED THE PURCHASE PRICE FOR THE GOODS FOR WHICH ANY CLAIM IS MADE UNDER ANY LEGAL THEORY WHATSOEVER, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, TORT, MISREPRESENTATION, FRAUD, WARRANTY, STRICT LIABILITY, NEGLIGENCE OR ANY OTHER THEORY OF LAW).

13. **Limitation on Actions.** No action or other claim, regardless of form, arising out of, or in any way connected with this Agreement or the Goods may be brought by Buyer in any forum whatsoever more than one (1) year following the discovery of the alleged cause of action or claim by Buyer.
14. **Security Interest.** To secure payment of the purchase price of the Goods and the performance by Buyer of these Terms, Buyer grants and pledges to Asterion a continuing lien on and purchase money security interest ("Security Interest") in and to all of Buyer's right, title and interest in and to and under the following described collateral, wherever located and whether now owned, existing or hereafter acquired: (i) the Goods; (ii) all products, goods, work in progress, inventory and other personal property of every kind and nature manufactured, produced or incorporating the Goods; (iii) all instruments, promissory notes, chattel paper, letters of credit, letter of credit rights, money general intangibles, and all other contract rights arising from each of the foregoing; and (iv) all proceeds, profits, and income from each of the foregoing, including insurance proceeds. Buyer authorizes Asterion to prepare and file financing statements and any amendments thereto, in all jurisdictions Asterion deems necessary to perfect and maintain perfection of the security interest granted herein, without Buyer's signature. If the Goods are combined or comingled with other goods to produce new products, then the Security Interest extends to such products and Buyer assigns all of Buyer's right title and interest in and to such products.
15. **Confidentiality.** Buyer shall not release or publish to any third party, whether orally or in writing, the Agreement or any specifications, designs, drawings, technical specifications or technical literature supplied to Buyer by Asterion and related to the Goods or the Agreement without Asterion's prior written consent.
16. **Advice.** If technical advice is offered or provided by Asterion in connection with the Goods or the sale of the Goods, such advice is offered as an accommodation to Buyer without charge, and Asterion does not warrant and has no responsibility or liability for any such advice so offered.
17. **Setoff.** Asterion may, without prejudice to any other rights or remedies Asterion may have, setoff any liability that Asterion owes Buyer against any liability that Buyer owes to Asterion under the Agreement, regardless of whether any such liability is matured or liquidated.
18. **Compliance with Laws.** Buyer shall handle, store, process, use, and transfer Goods in compliance with all applicable: (i) safety information provided by Asterion; and (ii) laws, rules, and regulations, including, without limitation, those regarding environmental health and safety. Buyer hereby represents to Asterion that Buyer: (a) is a sophisticated consumer and possesses all requisite skill and expertise necessary to handle, store, process, use, and transfer the Goods, which may contain toxic, hazardous, or otherwise dangerous substances; and (b) has all necessary licenses, certificates, permits, and consents required to use the Goods.



19. **Trade Compliance.** The Goods, including any software, documentation, and technical data related thereto (collectively, "Controlled Goods"), may be subject to certain trade laws, rules, and regulations, including, without limitation, the Export Administration Regulations (EAR) of the U.S. Department of Commerce ("Trade Laws"). Buyer shall comply with all applicable Trade Laws related to any Controlled Goods. Buyer shall not export, re-export, or release any Controlled Goods, directly or indirectly, to any jurisdiction to which, or person to whom, such export, re-export, or release is prohibited by any applicable Trade Laws. It is Buyer's responsibility to obtain any licenses or other approvals required by any applicable Trade Laws. Buyer will complete any documents requested by Asterion prior to exporting, re-exporting, or releasing any Controlled Goods. Buyer shall indemnify, defend, and hold Asterion, including its shareholders, directors, officers, employees, affiliates, successors, and permitted assigns, harmless from and against any breach of this Section by Buyer or any of its shareholders, directors, officers, employees, affiliates, successors, permitted assigns, customers, agents, distributors, resellers, or vendors.
20. **Changes.** Asterion shall have no liability to Buyer for any costs, lost profits, or other damages resulting from any design or specification change or product discontinuance. If Buyer desires product changes, then Buyer shall submit a written request to Asterion for consideration. Within a reasonable period thereafter, Asterion shall notify Buyer of its acceptance or rejection of Buyer's request. If accepted, then Asterion shall provide Buyer with its charges for the product change and a proposed implementation date.
21. **Government Approvals.** Each party is responsible for compliance with and for obtaining such approvals and/or permits as may be required under national, state, and local laws, ordinances, regulations, and rules as may be applicable to the performance of their respective responsibilities and obligations under the Agreement.
22. **Governing Law.** The Agreement and these Terms are governed by the laws of the State of Indiana, without regard to its conflict-of law principles. Any claim or controversy arising out of the Agreement or these Terms must be brought exclusively in either the Circuit or Superior Court of Marion County, Indiana, or the United States District Court for the Southern District of Indiana, all of which courts are located in Indianapolis, Indiana. Buyer consents and agrees that such jurisdiction and venue lie exclusively in these courts and Buyer hereby waives any and all defenses that it may have regarding such jurisdiction or venue.
23. **Notices.** All notices, request, consents, claims, demands, waivers, and other communications hereunder (each, a "Notice") shall be in writing and addressed if to Asterion at P.O. Box 68809, 5425 West 84th Street, Indianapolis, Indiana 46268 and if to Buyer at the addresses set forth on any quotation or invoice prepared by Asterion relating to the Goods. All Notices shall be delivered by personal delivery, recognized overnight courier (with all fees prepaid), or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only: (i) upon receipt of the receiving party, and (ii) if the party giving the Notice has complied with the requirements of this Section.
24. **Severability and Waiver.** If any provision of the Agreement or these Terms is deemed invalid or unenforceable, then such provision will be severed from the Agreement or these Terms, as applicable, and have no further impact on the remaining provisions. No waiver by Asterion of any of the provisions of the Agreement or these Terms is effective unless explicitly set forth in writing and signed by a duly authorized representative of Asterion. No single or partial exercise



of any right, remedy, power, or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

25. **Amendment and Assignment.** Any amendment or modification of the Agreement or these Terms will be null and void and of no force unless it: (i) is in writing; (ii) is signed by a duly authorized representative of each party; (iii) expressly refers to the specific provision to be amended; and (iv) expressly indicates the parties' agreement to amend such provision. Buyer shall not assign, delegate, or subcontract its rights or obligations under the Agreement or these Terms without the prior written consent of Asterion, and any attempted assignment, delegation, or subcontract without such consent shall be void. Notwithstanding the foregoing, these Terms may be amended by placing a notice of such amendment on the Asterion website. Any such amendment shall be effective fifteen (15) days after notice of the amendment is posted on the Asterion website. Amendments shall not affect any existing Agreement and shall only affect transactions which occur after the effective date of the amendment.
26. **No Third-Party Beneficiaries.** The Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or confers upon any other person or entity, any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of these Terms.
27. **Force Majeure.** Asterion will be excused from its obligations under the Agreement and these Terms to the extent prevented or delayed by circumstances beyond its reasonable control, including, without limitation, fire, flood, natural disaster, change in applicable law, difficulty sourcing raw materials, war, equipment breakdown, strike, lockout, labor dispute, and interruption in utilities or transportation.
28. **Survival.** The following Sections of these Terms survive the expiration or termination of the Agreement: 4 (Price and Taxes); 9 (Termination/Cancelation); 10 (Intellectual Property); 11 (Limited Warranty); 12 (Disclaimer of Damages and Limitation of Liability); 14 (Security Interest); 15 (Confidentiality); 17 (Setoff); 19 (Trade Compliance); and 22 (Governing Law).