

MANKIEWICZ COATINGS, LLC

TERMS AND CONDITIONS

OF PURCHASE

1. Terms of Purchase; Purchase Orders

- a. These terms and conditions of purchase (the "Purchase Terms") are the only terms which govern the purchase of the goods by Mankiewicz Coatings, LLC ("Buyer") from the seller/supplier named on the Purchase Order (defined below) ("Seller") and exclusively govern and control each party's respective rights and obligations regarding the purchase and sale of the Seller's products (individually, "Product" and collectively, "Products"). These Purchase Terms and the Purchase Order comprise the entire agreement between the parties with respect to the sale and purchase of the Products (the "Contract") and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. All Purchase Orders shall automatically be deemed to incorporate these Purchase Terms, regardless of whether the Purchase Order references these Purchase Terms. These Purchase Terms apply to any replacement Products provided by Seller.
- b. Except as agreed upon by Buyer and Seller in writing, Buyer is not obligated to any minimum purchase or future purchase obligations under a Contract. Buyer shall issue purchase orders on Buyer's then-current standard form purchase order ("Purchase Order") which will set forth: (i) Products to be purchased; (ii) the quantity of each of Products ordered; (iii) the delivery date; (iv) the unit price for each Product to be purchased; (v) the billing address; and (vi) the delivery location (collectively, "Purchase Order Transaction Terms"). Seller shall deliver to Buyer a prompt written acknowledgment of each Purchase Order. Seller shall be deemed to have accepted a Purchase Order either in writing or by performance unless it delivers to Buyer a written rejection of the particular Purchase Order within five days after it receives the Purchase Order.
- c. In no event shall Seller's terms and conditions apply to the sale and purchase of the Products, and Buyer specifically disclaims any additional or different terms proposed by Seller whether in Seller's commercial documents, any order acknowledgement, order acceptance, Seller sales agreement or other Seller commercial document, correspondence, website, or other written, oral, or electronic format, regardless of any knowledge Buyer may have of such terms, and such terms shall not bind Buyer. The applicable terms of the latest Purchase Terms shall control over such terms in any prior Purchase Terms. If any terms and conditions contained in a Purchase Order specifically conflict with any terms and conditions contained in these Purchase Terms, the order of precedence is: (a) Purchase Order Transaction Terms of the relevant Purchase Order; (b) Purchase Terms; and (c) the remaining non-conflicting terms of the relevant Purchase Order.

2. Warranty

- a. Seller represents, warrants and covenants to Buyer that: (i) Seller shall deliver to Buyer good, exclusive and marketable title to Products free and clear of all liens, security interests, claims, and encumbrances; (ii) for a period of 36 months after delivery, or any longer period specified

- in a Contract, Products shall be free from defects in materials and workmanship and shall comply fully with all final written descriptions, specifications, samples, drawings and representations published by Seller or specified by Buyer before or in connection with the Contract, including without limitation in the Specification Agreement or Certificate of Conformance; (iii) no international, federal, regional, country, state, provincial, county local or foreign treaty, statute, law, rule, ordinance, intergovernmental agreement, regulation or order (collectively, "Laws") has been or will be violated by Products or in the manufacturing, selling, distribution or delivery of Products; (iv) Seller has complied with all applicable Laws and has obtained any certificates, registrations, and licenses as may be required to produce, package, ship, transport, export, import, store, sell, and otherwise handle Products in the location(s) where any of the foregoing takes place; (v) Products are fit and suitable for Buyer's intended purpose(s); (vi) no claim, lien or action exists or is threatened against Seller that would interfere with the manufacturing, marketing, use, or sale of Products by Seller or Buyer; (vii) no Products, nor the manufacture, marketing, use and sale of Products, nor anything in or contemplated by this transaction, infringes on or misappropriates any patent, trademark, trade secret, trade name, trade dress, copyright, or other third-party intellectual property right; and (viii) the prices and other terms that Seller offers to Buyer with respect to Products, taken as a whole, shall be at least as favorable to Buyer as those Seller offers to any other person or entity for similar quantities.
- b. Without limiting the foregoing in Section 2.a above, Seller specifically represents and warrants that (i) all labels and notices on Products comply with applicable Laws, (ii) any Products which may, under any Laws, be classified as hazardous material or used or classified as a pesticide or a pest control device have been properly registered and contain directions for use and/or warning notices as may be required by any Laws, (iii) Seller has provided Buyer with appropriate notice regarding any volatile organic compound regulations or other similar Laws applicable to Products, and (iv) Seller has and will ensure that all Products comply in all respects (including without limitation compliance with certification, notification, communication and recordkeeping requirements) with all Laws applicable to the production, packaging, shipment, transportation, exportation, importation, storage, sale, and other handling of such Products (including without limitation requirements of the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq., the Clean Air Act, 42 U.S.C. § 7401, the Occupational Health and Safety Act and its Hazard Communication Standard, 29 C.F.R. Part 1910, the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. § 136, and the Department of Transportation's hazardous material regulations, 49 C.F.R. Parts 100-105, each as amended and implemented).
- c. At Buyer's election and at Seller's sole expense, Seller shall within 30 days of Buyer's notice of nonconformity replace, or refund the purchase price Buyer paid for, all Products that do not comply fully with the warranties in this Section 2. The warranty period shall be extended for 12 additional months after any replacement with respect to the affected Products, up to a maximum of 48 months after the delivery

of the original Products. Seller will immediately notify Buyer if Seller knows or has a reasonable suspicion that Products do not or may not comply with the warranties in this Section 2. Additionally, Seller hereby passes-through, transfers and assigns to Buyer all third-party warranties with respect to Products. These warranties survive any delivery, inspection, acceptance or payment of or for Products by Buyer and are cumulative and in addition to any other warranty provided by law or equity.

- d. Furthermore, in the event that the Products do not fully comply with the warranties set forth in this Section 2, the Supplier shall be obliged to provide the Purchaser with a preliminary statement on the cause of the defect within 48 hours of receipt of the notice of defect. In order to ensure that future deliveries are free from defects, short-term corrective measures shall be implemented as soon as possible, at the latest within 7 calendar days. Permanent corrective action shall be taken no later than 21 calendar days after receipt of the notice of defect and shall be documented in writing in an 8D report.

3. Delivery; Risk of Loss; Acceptance

- a. Unless Buyer's Purchase Order Transaction Terms expressly provide otherwise, Seller shall deliver all Products DDP (Incoterms 2010) Buyer's location in Charleston, South Carolina, USA and shall bear all risk of loss with respect to Products until Buyer actually receives and accepts Products as provided herein. Time is of the essence with respect to the delivery of Products. No Products shall be delivered before the agreed upon delivery date in a Purchase Order and no partial orders shall be made without the prior written consent of Buyer. Any Products delivered prior to the agreed upon delivery date or any partial orders made, in either case without Buyer's prior written consent, may, at Buyer's sole option, be returned to Seller at Seller's cost and expense or stored by Buyer until the agreed delivered date or the order is complete. Buyer shall have the right to inspect each Product before accepting it. Payment of any invoices shall not constitute acceptance of the Products.
- b. Buyer shall have a reasonable period of time, of at least fifteen (15) business days, after it discovers a defect or nonconformity of Products or shipment to reject all or any portion of Products that are nonconforming or defective, or to revoke its acceptance of Products. Any such rejected Products shall be returned to Seller at Seller's risk and expense. If Buyer rejects Products or revokes its acceptance of Products, and Seller does not deliver conforming Products on or before the delivery date specified in Purchase Order Transaction Terms, Buyer shall have the right, at Buyer's election, (i) to terminate all or a portion of the corresponding Contract and obtain a prompt refund from Seller of all payments Buyer has made with respect to that portion of the Contract Buyer has terminated and/or (ii) to replace such Products with products from a third party and charge the Seller the cost of such third party replacement goods. Seller shall pay all costs expenses, losses and damages Buyer incurs in (x) rejecting Products or revoking its acceptance of Products or (y) holding those Products, making them available to Seller, or returning them to Seller. c. Regardless of the reason for any delay in delivery and/or whether Buyer accepts delivery, Buyer shall be entitled to demand from Seller liquidated damages equal to 0.2% of the net order value of Products for each day's delay, such liquidated damages not to exceed 10% of the net order value. Seller agrees that such liquidated damages are a reasonable estimate of Buyer's actual damages for a delay in delivery and not a penalty. Notwithstanding the foregoing, Buyer reserves the right to claim actual and statutory damages incurred as a result of such delivery delay instead of the liquidated damages stated in the preceding sentence.

4. Insurance

During the term of any Contract and until at least three years after Seller's last delivery of Products to Buyer, Seller shall maintain and shall provide to Buyer certificates evidencing, insurance coverage for commer-

cial general liability insurance having a combined single limit of at least \$5,000,000 per occurrence (this limit can include both general liability and umbrella policies), including contractual liability, products liability, completed operations and advertising liability, property damage, and personal injury liability. This insurance shall be primary for all purposes, and Seller shall name Buyer as an additional insured on all such policies. At Buyer's request from time to time, Seller will provide to Buyer current and valid certificates of insurance evidencing such insurance policies are in full force and effect and providing that the corresponding insurance policy shall not be modified or cancelled unless and until Buyer receives at least 30 days advance written notice of such modification in or cancellation.

5. No Additional Charges; Audit

Unless the Purchase Order expressly provides otherwise, the prices specified in Purchase Order Transaction Terms are the total prices of Products sold to Buyer, and Buyer shall not be responsible for any other charges, fees, taxes or expenses, including sales, use or excise taxes. No increase in any prices shall be effective, whether due to increased material, labor or transportation costs or otherwise, without the prior written consent of Buyer. Seller shall maintain complete and accurate books and records of all materials, processes, tests, services and costs relating to Products and the Contract in accordance with generally accepted accounting principles for at least four (4) years after Seller receives the final payment under a Contract; provided, however that any documents related to Product testing, including with respect to any Certificate of Analysis, shall be retained for a period of 20 years from the delivery date of the applicable Product. Buyer shall have the right to audit and copy those records upon reasonable prior notice. Seller shall require its sub-suppliers and subcontractors to comply with these audit requirements and shall certify such compliance to Buyer.

6. Payment; Discounts

Unless a Contract expressly provides otherwise, Buyer shall pay all properly invoiced amounts due to Seller within 30 days after Buyer's receipt of such invoice, except for any amounts disputed by Buyer in good faith. Seller shall not send Buyer an invoice for Products until those Products are delivered to Buyer or such other location as set forth in a Contract; provided, however, that in the event that Seller delivers and Buyer accepts Products earlier than the agreed upon delivery date, payment shall not be due until 30 days after the agreed upon delivery date and receipt of a properly issued invoice. All of Seller's invoices shall be issued in U.S. Dollars and shall refer to the applicable Purchase Order and contain its number. Buyer shall be entitled to take a 3% discount for payments made within 14 days of the date of the correct invoice. Any payment discount shall be determined using the agreed upon delivery date and the date Buyer receives a properly issued invoice and not the date of any incorrect invoice. Seller shall continue to perform its obligations under the Contract notwithstanding any invoice dispute.

7. Ingredients Disclosure and Special Warnings and Instructions

If requested by Buyer, Seller shall promptly furnish to Buyer in such form and detail as Buyer may direct: (a) a list of ingredients (including without limitation chemical substances, mixtures and articles) in Products purchased hereunder; and (b) the amount of one or more ingredients. Seller shall provide a Certificate of Analysis with each delivery of Product. Seller shall also develop or obtain a Safety Data Sheet or similar document for any controlled product as required by any Laws which shall be provided to Buyer in compliance with all Laws. Seller agrees to provide Buyer with a statement of origin and applicable customs documentation for any Products manufactured in whole or in part outside of the United States as well as any requested NAFTA documentation, as applicable. Prior to and with the shipment of Products and without limiting any warranties, Seller agrees to furnish Buyer sufficient warning and notice in

writing (including appropriate labels on Products, containers and packing as required by Law) of any hazardous material which is an ingredient or a part of any of the Products, together with such special handling instructions as may be necessary to advise carriers, Buyer, and their respective employees of how to exercise that measure of care and precaution which will best prevent bodily injury or property damage in the handling, transportation, processing, use, or disposal of Products, containers and packing shipped to Buyer.

8. Conflict Minerals Compliance

Pursuant to Section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act and rules promulgated by the Securities and Exchange Commission relative to "Conflict Minerals" (currently cassiterite, columbite-tantalite or coltan, wolframite (and their respective derivatives: tin, tantalum, tungsten and gold), regardless of their origin), Seller agrees to (a) disclose to Buyer whether any Conflict Minerals are necessary to the functionality or production of any Products delivered to Buyer under any Contract or otherwise, (b) identify to Buyer whether any such Conflict Minerals originated in the Democratic Republic of Congo or adjoining countries or came from recycled or scrap sources, (c) provide to Buyer a description, in reasonable detail, of the measures it took to exercise due diligence on the Conflict Minerals' source and chain of custody, and (d) otherwise provide such additional information and cooperation as Buyer may reasonably request in connection with the foregoing.

9. Use of Seller's Name and Trademarks; Advertising

Buyer and its authorized representatives, agents, successors and assigns are hereby authorized to use Seller's trademarks, service marks and trade names and any third-party licensing of Seller in connection with Buyer's use, advertising, promoting or selling of Products. At Buyer's request, Seller shall cooperate with Buyer in advertising and promoting Products; provided, that Seller shall make no marketing, advertising, pass-through or promotional commitments to purchasers or any other third party that otherwise obligate Buyer.

10. Inventory Management; New Products

Seller shall provide Buyer with no less than 12 months' notice before discontinuing any Products, Buyer may, at its sole discretion, return any such discontinued Products in its inventory for a full refund or credit (at Buyer's option) of the amount paid by Buyer to Seller for such returned Products. Seller shall notify Buyer at least 30 days before the date that Seller introduces any new, similar, or improved version of the Products and make such product available for resale by Buyer on or before the date it is first introduced in the marketplace. The Seller shall not, without the prior written notification to and prior written approval of the Buyer, change its production site, nor modify associated manufacturing and inspection processes, including without limitation the composition of or ingredients contained in any Products. Further, any materially altering of any Products, its design or the process or means of manufacture of the ordered Product, including without limitation any changes affecting form, fit or function, reliability, performance, compatibility or maintainability, requires the prior written notification to and written approval of Buyer. In the event that any of the aforesaid changes are outside of the reasonable control of Seller, Seller shall provide written notice to Buyer in writing immediately after becoming aware thereof, and Buyer may terminate a Purchase Order with respect to such Products in its sole discretion and without penalty.

11. Quality, Quality Management and Documentation

a. A certificate of analysis must be enclosed with the delivery in accordance with the agreed applicable specification. The Supplier shall record in separate documents when, in what manner and by whom the delivery items have been tested with regard to the characteristics, which require documentation and to what results the required quality tests have produced. The test documents shall be kept for twenty years

and presented to the Purchaser when required. The Supplier shall commit sub-suppliers to the same degree to the extent permitted by law.

- b. Insofar as state authorities and/or customers of the Purchaser have the right to inspect the production process and test documents of the Purchaser in order to examine certain requirements, the Supplier shall grant them the same rights in its own production plant, in coordination with the Purchaser, and shall provide all reasonable support in this respect.
- c. The Supplier shall carry out and maintain effective quality assurance and provide evidence to the Purchaser upon request. The Supplier shall establish a quality management system in accordance with AS ISO 9001 as amended from time to time. In addition, the Purchaser expects the Supplier to extend the quality management system in accordance with IATF 16949 and AS 9100.
- d. At any time, the Purchaser shall be entitled to inspect this quality management system and Supplier's compliance with the agreed quality tests either by himself or by commissioned third parties or by customers of the Purchaser during Supplier's normal working hours.
- e. The Supplier shall bind its sub-suppliers accordingly.
- f. The Purchaser expects the Supplier to establish an environmental management system in accordance with ISO 14001.
- g. The Supplier shall establish and maintain an information management system in accordance with ISO 27001 or a comparable system.

12. Default; Termination; Setoff

If Seller defaults under any term of any Contract and does not cure that default within 15 days after Buyer gives Seller written notice of default, Buyer shall be entitled: (a) to suspend its performance under the Contract; (b) to terminate the Contract and have no further obligation to Seller; (c) to declare all or part of Seller's obligations to Buyer under the Contract immediately due and payable; and (d) to pursue any other right or remedy Buyer may have. If the Seller becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors, then Buyer may terminate any Contract upon written notice to Seller and Seller's sole and exclusive remedy will be payment for Products received and accepted by Buyer prior to such termination. Buyer shall be entitled to set off at any time all amounts Seller owes Buyer against all amounts payable by Buyer to Seller.

13. Indemnification

Seller shall indemnify, defend, and hold Buyer and any subsidiaries, affiliates, successors, assigns, and customers of Buyer, and their respective officers, directors, employees and agents (the "Buyer Covered Parties"), harmless from any and all loss, injury, death, damage, liability, claim, deficiency, action, judgment, interest, award, penalty, fine, cost or expense, including reasonable attorney and professional fees and costs, and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers arising out of or relating to any (a) actual or alleged breach of any express or implied warranty, covenant and obligation of Seller, including without limitation as set forth in Section 2 of these Purchase Terms; (b) failure of Seller to deliver Products on a timely basis in precise conformity with the applicable Purchase Order Transaction Terms; (c) negligence or any act or omission of Seller in connection with the manufacture, sale, and delivery of Products; (d) claims regarding warnings or failure to warn of dangers related to Products; (e) claims that Products are a substantial product hazard and should be repaired or replaced; (f) injury to person or damage to property occurring as a result of any defect in Products; and (g) recalls of Products (including direct and indirect costs associated therewith). Seller's indemnification applies to the sale of Products and any related services by Seller whether sold before or after the effective date of any particular Contract.

14. Confidentiality

- a. Seller shall keep strictly confidential and shall not disclose, copy, publish or disseminate in any manner to any person or entity, except as expressly permitted by Buyer in writing, (i) all Confidential Information (defined below) and (ii) the fact that Buyer and Seller are having discussions regarding the purchase and sale of Seller's products (including Products).
- b. "Confidential Information" means all of Buyer's and its affiliates, contractors, subcontractors or customers non-public, confidential or proprietary information, including, but not limited to, specifications, samples, test results, formulae, patterns, designs, plans, drawings, documents, data, trade secrets, patents know-how, business operations, customer-related information, pricing, discounts and rebates. All of the foregoing shall be Confidential Information whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential", and regardless of whether disclosed to Seller by Buyer or its affiliates, contractors, subcontractors or customers.
- c. Seller will solely use Confidential Information to comply with Seller's obligations under a Contract. All Confidential Information will remain Buyer's property, and Seller will have no right, title or interest in any Confidential Information. Upon Buyer's request, Seller shall promptly return to Buyer all Confidential Information and all electronic or other copies of any Confidential Information. Buyer shall be entitled to temporary and permanent injunctive relief to prevent a breach, or any continuation of breach, of this Section 13.
- d. This Section 13 shall not apply to information that is: (i) in the public domain through no fault of Seller; (ii) known to Seller at the time of disclosure without restriction; or (iii) lawfully obtained by Seller on a non-confidential basis from a third party.

15. No Assignment

Unless a Contract expressly provides otherwise, Seller shall not assign, delegate or subcontract all or any portion of a Contract without the prior written consent of Buyer. Any attempted assignment, delegation or subcontracting without Buyer's prior written consent shall be ineffective and void.

16. Relationship of Parties

Buyer and Seller are independent contractors. Nothing in a Contract shall be construed as making either party the agent or legal representative of the other for any purpose whatsoever, nor does it grant either party any authority to assume or to create any obligation on behalf of or in the name of the other.

17. Governing Law, Jurisdiction and Venue

The purchase and sale of Products (and any services provided under a Contract), the Contract and Products, and any matter, dispute or controversy arising out of or relating to any of the foregoing, shall be governed and construed according to the laws of the State of South Carolina, excluding its conflict of law principles, and shall not be governed by or construed under the provisions of the United Nations Convention on the International Sale of Goods which is specifically disclaimed. Any suit, action or other proceeding relating to a transaction, the Contract, Products or any services provided under a Contract may be instituted and maintained in Charleston County, South Carolina.

18. Force Majeure

Neither party shall be liable to the other for any delay or failure in performing its obligations under a Contract to the extent that such delay or failure is caused by an event or circumstance that is beyond the reasonable control of that party, without such party's fault or negligence, and which by its nature could not have been foreseen by such party or, if it could have been foreseen, was unavoidable (a "Force Majeure Event"). Seller's economic hardship, delays in obtaining (or the inability to obtain) labor

or materials through its normal suppliers at normal prices, or changes in market conditions are not considered Force Majeure Events. Seller shall use all diligent efforts to end the failure or delay of its performance, ensure that the effects of any Force Majeure Event are minimized and resume performance under a Contract. If a Force Majeure Event prevents Seller from carrying out its obligations under a Contract for a continuous period of more than 30 days, Buyer may terminate the applicable Contract immediately by giving written notice to Seller.

19. Legal Provisions, Environment and Social Standards

The Supplier will fully comply with applicable laws and will observe the regulations of the United Nations Global Compact in the areas of human rights, labor guidelines, the environment and measures against corruption. Furthermore, the supplier expressly undertakes to set up a system for recording and minimizing greenhouse gas emissions to use natural resources sustainably, to burden the environment as little as possible and to dispose of waste in an environmentally friendly manner. The Supplier shall provide corresponding evidence upon request.

20. Remedies; Construction; Entire Agreement

The remedies in a Contract are cumulative and in addition to all rights and remedies at law and in equity. The parties may exercise their rights and remedies in any order or combination they choose. No delay in exercising or failure to exercise a right of remedy shall impair that or any other right or remedy or be construed as a waiver of any default. The terms "including" and "include" shall not be limiting. A Contract, including and together with any related exhibits, schedules, attachments and appendices, constitutes the sole and entire agreement of the parties with respect to the subject matter contained herein and therein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, regarding such subject matter. A Contract may only be modified by a written agreement, signed by both parties, expressly modifying the applicable Contract.

21. Notices

All notices, request, consents, claims, demands, waivers and other communications under a Contract (each, a "Notice") shall be in writing and addressed to the parties at the addresses set forth on the face of the Purchase Order or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid) and is effective only (a) upon receipt of the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section 19.

22. Severability

If any term or provision of these Purchase Terms or, with respect to a particular Purchase Order, such Purchase Order, is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of these Purchase Terms or the Purchase Order or invalidate or render unenforceable such term or provision in any other jurisdiction.

23. Survival

Provisions of these Purchase Terms which by their nature should apply beyond their terms will remain in force after any termination or expiration of any applicable Contract including, but not limited to, the following provisions: Warranty, Insurance, Indemnification, Confidentiality, Governing Law/Jurisdiction, and Survival.

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