



**TERMS AND CONDITIONS OF SALE**  
**EFFECTIVE OCTOBER 1, 2025**

These Terms and Conditions of Sale (“**Terms & Conditions**”) and any Purchase Order (defined below) (collectively, “**Agreement**”) is between Novolex Holdings, LLC and/or one or more of its subsidiaries, each as designated in a Purchase Order, (collectively, “**Company**”) and the person or entity that has submitted such Purchase Order (“**Buyer**”), and governs the manufacturing and sale to Buyer of ordered products supplied by Company. Each unit of product ordered from Company by Buyer shall be referenced hereafter as “**Product**.” **NO CONFLICTING OR DIFFERENT TERMS OR CONDITIONS PRINTED ON ANY PRIOR OR SUBSEQUENT PURCHASE ORDERS, ORDER ACKNOWLEDGMENTS, BILLS OF LADING, PACKING SLIPS, INVOICES OR THE LIKE SHALL BE BINDING ON THE PARTIES, IT BEING THE INTENT OF THE PARTIES THAT THE TERMS OF THIS AGREEMENT SHALL CONTROL.** Further, this Agreement only applies to the Purchase Order that has been accepted by Company in accordance with these Terms and Conditions. Company and Buyer are each generically referenced as a “**Party**” and collectively as the “**Parties**.”

**1. PURCHASE ORDER SUBMISSION AND ACCEPTANCE.**

1.1. **Purchase Order.** A “**Purchase Order**” shall mean the order form supplied by Buyer to Company that specifies Buyer’s offer to purchase Product.

1.2. **Placing an Order.** To order Product, a Buyer must deliver a written Purchase Order to Company Customer Service either (a) to Company at 3426 Toringdon Way, Suite 200 , Charlotte, NC 28277 or as otherwise directed by Company; (b) to a Company facsimile number or email address provided to Buyer by Company Customer Service; or (c) through an electronic ordering system approved by Company. An order must contain the following information:

- Legal name and address of Buyer.
- Individual name, title, telephone number and email address of Buyer representative to contact regarding the order.
- Customer identification number assigned to Buyer by Company Customer Service.
- Purchase Order identification number assigned by Buyer.
- Vendor name and identification number assigned to Company by Buyer.
- Company Product number, price and quantity of each Product being ordered.
- Scheduled shipment date and requested delivery date if Company will deliver the ordered Products to a Buyer location.
- Scheduled pick-up date and name of carrier if Buyer will take delivery of the ordered Products at a Company location.
- Address of single Buyer location or Company location within the continental United States of America where delivery will occur.

A Purchase Order must be submitted by Buyer and accepted by Company at least seven (7) business days in advance of the scheduled shipment date or scheduled pick-up. The requested delivery date must allow a commercially reasonable period of time to transport the ordered Products from the Company manufacturing facility or warehouse to the delivery location of Buyer. A Purchase Order for a Product must also meet all requirements of the then current Company order policies for that Product as provided by Company to Buyer (e.g., full truck load or other minimum order size; individual items in even layer and pallet quantities; truck trailer cube configuration; permitted delivery or pick-up location; etc.). If Company accepts a Purchase Order that does not meet all requirements of the then current Company order policies for that Product or that requires special handling, packaging or transportation, Company may impose additional charges on Buyer in supplying the non-conforming order (e.g., if Buyer orders less than a full truck load quantity, Buyer will bear the entire cost of delivery; if Buyer requires expedited production or delivery, Buyer will pay all expediting costs; etc.).

1.3. **General Submission of Purchase Orders.** Unless otherwise agreed upon by the Parties, Buyer shall deliver to Company the Purchase Order governed by these Terms & Conditions which are hereby incorporated into every submitted Purchase Order. Unless Company declines Buyer’s submitted Purchase Order, Company agrees to respond to Buyer’s submission with a Purchase Order acknowledgement as soon as reasonably possible after Company receives the submitted Purchase Order.

Company endeavors to accept, modify or decline any Purchase Order within two (2) business days of the Purchase Order’s indicated scheduled shipment date or scheduled pick-up date, whichever is applicable. Company will notify Buyer in a commercially reasonable time frame of any change or modification to a Purchase Order.

1.4. **Release of Product.** Buyer must provide a requested delivery date with any Purchase Order. Shipment dates are approximate only. Company shall not be liable because of late deliveries. In the event Buyer fails to provide a requested delivery date, Company shall have the right to initiate shipping within eleven (11) days of acceptance of the Purchase Order or shall be entitled to impose Warehouse Charges (defined below) upon Buyer in accordance with Section 2.2 below.

**2. PRICE, INVOICING, AND DISCOUNTS.**

2.1. **Pricing.** The price for each Product shall be the price in effect on the scheduled shipment date or the scheduled pick-up date indicated on the Purchase Order inclusive of delivery costs unless otherwise agreed to by the Parties. All prices are Company’s confidential information. Buyer shall not disclose any such terms to any third party during or after the term of this Agreement. In the event Company has cost changes due to government action (including, but not limited to, taxes, tariffs, duties, EPR or other



**TERMS AND CONDITIONS OF SALE**  
**EFFECTIVE OCTOBER 1, 2025**

fees, embargos etc.) such cost shall be paid by Buyer. Regardless of when imposed, Buyer shall pay Company any and all taxes, tariffs, duties, EPR fees or other charges of every kind (excluding any tax based upon Company's income) that Company may be required to pay with respect to the production, transportation, export, import, storage, delivery, purchase, sale or use of the Products. Buyer shall provide Company, upon request, with properly completed exemption certificates for any tax or duty from which Buyer claims an exemption.

**Additional Shipping and Warehouse Charges.** Company may impose reasonable additional charges if (i) Products require special handling, packaging, warehousing, or transportation; (ii) Buyer specifies a quantity of Products on the Purchase Order that is less than a full truckload, or (iii) the Buyer requires expedited production or shipping. Company may also impose Warehouse Charges for delays in delivery caused by Buyer. "**Warehouse Charges**" mean storage charges for Products which shall be equal to one percent (1%) of the price of the Product subject to the delay per day of delay or a lesser amount determined by Company. Company may separately invoice Buyer for any additional charges, Warehouse Charges, or other fees incurred under this Agreement. Company may offset any such additional charges, Warehouse Charges, or other fees accrued under this Section 2 against any amounts owed or paid by Buyer (or any Buyer affiliate) under any agreement with Company.

2.2. **Discounts.** The Parties may agree to certain cash discounts for early payment. Those discounts are applied to the net price of the Products independent of freight, taxes, duties, rebates, allowances, returns, credits and other deductions and charges incurred on the transaction.

**3. PAYMENTS AND LATE FEES.**

3.1. **Payment.** Subject to Section 4 of these Terms & Conditions or unless the Parties agree otherwise, Buyer shall provide payment in full no later than thirty (30) days after the invoice date. If the due date of an invoice or payment deadline for a cash discount falls on a Saturday, Sunday or U.S. federal holiday, the due date or payment deadline will be extended to the next business day. Payments must be in U.S. dollars and be made by ACH or another form of electronic funds transfer approved by Company. A payment will be considered made on the date the Buyer's funds have been deposited in and credited to Company's account.

3.2. **Late Payment.** Late payments shall accrue interest at the rate of eighteen percent (18%) per annum, or the maximum rate permitted by applicable law, whichever is less, and may also be deemed a material breach of this Agreement at Company's discretion. Unless Company agrees otherwise, any payments not made in full by the due date shall be considered a late payment and subject to the late payment interest rate. In addition, Buyer will reimburse Company for any attorney fees, expert fees, court costs and any other expenses incurred by Company in collecting a delinquent amount and any applicable accrued interest.

3.3. Buyer may not withhold, offset or otherwise deduct from the invoiced amounts owed under this Agreement without the written consent of Company. A failure by Buyer to submit a timely written notice to Company by the invoice due date will be deemed a waiver of any defense for nonpayment of the invoice amount owed and any claim against Company on the transaction.

4. **CREDIT.** Company reserves the right in its sole discretion to determine the credit limit of Buyer and to adjust it at any time. If the credit limit of a Buyer has been or will be exceeded or if Company determines that there has been an adverse change in Buyer's creditworthiness, Company may require Buyer's payment in advance or other adequate assurance acceptable to Company before Company accepts the Purchase Order or delivers Products to Buyer. A failure by Buyer to pay Company an amount owed when due on an order will be immediate grounds to suspend or terminate further performance or require Buyer's payment in advance of Company accepting a Purchase Order or delivering Products to Buyer.

5. **FULFILLMENT.** The quantity of Products delivered to Buyer shall not vary by more than ten percent (10%) from the quantity of Products specified in the Purchase Order. Unless Buyer receives less than ten percent (10%) of the quantity ordered, the Product shall be deemed delivered in full, and Buyer shall make payment for the quantity specified in the Purchase Order.

6. **DELIVERY.** Unless different terms are specified in a Purchase Order, title shall pass to Buyer in alignment with Delivery and the transfer of risk of loss per the agreed-upon Incoterms rule.

6.1. **Orders for Pick-Up.** For Products picked up by Buyer or Buyer's selected carrier, the risk of loss is transferred to Buyer on a Free Carrier (FCA) basis per Incoterms 2020 on Company's dock. Company will be responsible for loading the Products at Company's expense at the point of shipment, and Buyer will be responsible for unloading the Products at Buyer's expense upon arrival at destination. Title to the Products will transfer to Buyer once the Products have been loaded in the truck trailer or other container and placed in the custody of Buyer or Buyer's carrier. The Parties shall work together to determine the appropriate time for Buyer or Buyer's carrier to pick up the Products.

6.2. **Orders for Delivery.** For Products transported to Buyer by Company's selected carrier, unless otherwise agreed upon in writing, all Products will be shipped under Incoterms rule Carriage Paid to (CPT) to the agreed, named place of destination per Incoterms 2020 as promulgated by the International Chamber of Commerce, with all costs, risks and responsibilities in accordance with such Incoterms rules. The Products will be transported to the address specified in the Purchase Order unless the Parties agree otherwise



**TERMS AND CONDITIONS OF SALE**  
**EFFECTIVE OCTOBER 1, 2025**

in writing. Company will select the carrier and decide on the method and route of transportation. Title to the Products will transfer to Buyer once the Products have been loaded aboard the Company's carrier at Company's location. If Buyer requests and Company accepts any modification to the requested delivery date (i.e., wherein *delivery date* is defined in this context to be the date of arrival at named place of destination) within the seventy-two (72) hour period directly preceding the requested delivery date, Company shall be entitled to impose reasonable additional charges upon Buyer for Company's cost relating to such delay in shipping or delivery due to the new delivery date, including Warehouse Charges in accordance with Section 2.2 above. If such delay is not resolved, through no fault of Company, within the calendar month following the requested delivery date, Buyer shall forfeit the Products, and, in addition to any charges described in the preceding sentence, Buyer shall be responsible for any associated costs Company incurs due to Buyer's forfeiture of Products.

7. **ACCEPTANCE OR REJECTION OF DELIVERED PRODUCTS.** Buyer will have a period of sixty (60) days after delivery in which to inspect delivered Products and either accept or reject the Products. Buyer will be deemed to have accepted any delivered Products which Buyer sells or uses, or any Products that suffer any loss or damage, during the 60-day period. If any Product fails to conform to any Specifications in any material respect at the time of delivery (a "Material Specifications Nonconformity"), Buyer's sole and exclusive remedy shall be for Company to, at Company's election, provide to Buyer replacement Product or issue Buyer a credit for the purchase price paid for the Product. No claim for a Material Specifications Nonconformity may be made more than sixty (60) days after delivery of the Product to Buyer, and no claim will be valid if made after the Product has been altered or used. Failure of Buyer to give notice of a claim on or before sixty (60) days after delivery of the Product to Buyer shall constitute a waiver by Buyer of all claims in respect of such Product. Buyer shall afford Company a prompt and reasonable opportunity to inspect any Product for which a Material Specifications Nonconformity claim is made. No Product shall be returned without Company's express consent and the issuance of a return authorization and return instructions per Company's customer return policy.
8. **COMPANY RETURN POLICY.** The Parties agree that all Product returns are subject to Company's Return Policy found on the Company's website at [Novolex.com](http://Novolex.com).
9. **CHANGES.** Company reserves the right, at any time, and from time to time, and without providing prior notice to Buyer, to make design, Specification, composition and other changes or modifications in or to its Products, as Company deems appropriate, and any Products so changed or modified shall be considered Products under this Agreement in fulfillment of Company's obligations.
10. **DISCLAIMER OF WARRANTY.**  
**EXCEPT FOR THE ASSURANCE THAT A PRODUCT WILL COMPLY WITH ITS PUBLISHED SPECIFICATIONS ON THE DATE OF DELIVERY TO A DISTRIBUTOR OR BUYER, COMPANY IS SELLING OR PROVIDING TO BUYER THE PRODUCTS AND BUYER ACCEPTS THE PRODUCTS "AS IS." COMPANY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, ARISING FROM COURSE OF DEALING OR USAGE OF TRADE, OR STATUTORY, INCLUDING BUT NOT LIMITED TO, THE IMPLIED CONDITIONS AND WARRANTIES OF MERCHANTABILITY, QUALITY, FITNESS FOR A PARTICULAR PURPOSE, CORRESPONDENCE WITH DESCRIPTION OR QUALITY, TITLE, QUIET POSSESSION AND NON-INFRINGEMENT. THIS DISCLAIMER SHALL SURVIVE TERMINATION OF THIS AGREEMENT.**
11. **LIMITATION OF LIABILITY.**

IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES OR LOST PROFITS OR REVENUES, OR DIMINUTION IN VALUE ARISING OUT OF, RELATING TO, OR IN CONNECTION WITH ANY BREACH OF THIS AGREEMENT, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT THE PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND/OR (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT, OR OTHERWISE) UPON WHICH THE CLAIM IS BASED.

COMPANY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, WILL BE LIMITED TO DIRECT DAMAGES AND WILL NOT EXCEED, IN THE AGGREGATE, THE AMOUNT ACTUALLY RECEIVED BY COMPANY FROM BUYER FOR THE PRODUCT INVOLVED IN THE BREACH OR OTHER CLAIM OR OCCURRENCE. NO SUIT OR ACTION SHALL BE BROUGHT AGAINST COMPANY MORE THAN ONE (1) YEAR AFTER THE DELIVERY OF THAT PORTION OF THE PRODUCTS THAT GAVE RISE TO THE CLAIM.

COMPANY SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, DETENTION, OR DELAY DUE DIRECTLY OR INDIRECTLY TO CAUSES OR CIRCUMSTANCES BEYOND ITS REASONABLE CONTROL, INCLUDING WITHOUT LIMITATION ACTS OF GOD, ACTS OF BUYER, ACTS OF CIVIL OR MILITARY AUTHORITY, FIRES, FLOODS,



**TERMS AND CONDITIONS OF SALE**  
**EFFECTIVE OCTOBER 1, 2025**

COMMUNICABLE DISEASE OUTBREAKS, PANDEMICS, EPIDEMICS, QUARANTINES, WAR, RIOT, STRIKES, LOCKOUTS OR ACCIDENTS, DELAYS IN TRANSPORTATION, GOVERNMENT RESTRICTIONS, EMBARGOES, ORDERS, REGULATIONS OR ACTIONS, OR DIFFICULTIES IN OBTAINING NECESSARY LABOR, MATERIALS, MANUFACTURING FACILITIES OR TRANSPORTATION. COMPANY FURTHER RESERVES THE RIGHT TO ALLOCATE INVENTORIES AND CURRENT PRODUCTION AND TO SUBSTITUTE SUITABLE MATERIALS WHEN, IN ITS OPINION, CIRCUMSTANCES WARRANT SUCH ALLOCATION OR SUBSTITUTION.

**12. APPLICABLE LAW.**

This Agreement and any transaction based on them for the sale of Products by Company to Buyer will be governed by the laws of the State of Delaware and the United States of America regardless of choice-of-law principles. Company and Buyer each submits to the exclusive jurisdiction of the state court in Mecklenburg County, North Carolina or the United States District Court for Western District of North Carolina. Except as limited in these Terms & Conditions, Company or Buyer may exercise all rights and remedies available at law and in equity for a breach.

**13. INTELLECTUAL PROPERTY**

Buyer shall be exclusively responsible for and shall defend, indemnify and hold harmless Company against all claims, losses, liabilities, damages and expenses arising out of or relating to any specifications, designs, logos, Universal Product Code symbols, names, devices or words, including any wording required by any federal, state or local laws, rules or regulations, that is incorporated into or placed on any Product at Buyer's request or otherwise; notwithstanding that Company may have been consulted thereon, or performed art work or other special services in connection therewith.

With respect to any Product containing a Universal Product Code symbol, it shall be the responsibility of Buyer to furnish Company with the correct Industry, Manufacturer, Item and Modular Check Numbers, together with information relating to the magnification and truncation of the symbol, and Company shall have no obligation to verify the accuracy of such numbers or information. Company shall have the right to imprint its trademark in a suitable inconspicuous locality on any Products furnished by it.

Company shall own all patent, trademark, trade secret and other intellectual property or proprietary rights in the Products (including without limitation arising out of any and all customizations and modifications for Buyer) (collectively, "**Company IP**") and Buyer does hereby assign any and all rights it may have in any such Company IP (including without limitation moral rights) to Company. When necessary or reasonably requested by Company, Buyer shall execute such further assignments and documents and take such further actions to affect the assignment or procure the assignment of all Company IP.

**14. EXPORTS**

Buyer agrees and acknowledges that the Products are sold in accordance with U.S. Export Administration Regulations and all other applicable export laws and regulations. Buyer shall be responsible for complying with any legislation or regulations governing the importation of Products into the destination country, and Buyer shall be solely responsible for obtaining all import authorizations and paying any import duties. Buyer agrees to ascertain and comply with all applicable export and re-export obligations and restrictions, including without limitation, U.S. and all other applicable export and re-export controls and economic sanctions regulations. U.S. and other applicable economic sanctions laws and regulations prohibit virtually all exports and re-exports of products to, and transactions with, certain countries, including without limitation (and as periodically updated by the regulatory authorities), Cuba, North Korea, Iran, Syria, and certain regions of Ukraine. Products are controlled by the U.S. Government and authorized for export only to the country of ultimate destination for use by the ultimate consignee or end-user(s) identified in the Purchase Order. Products may not be resold, transferred, or otherwise disposed of, to any country or any person other than the authorized ultimate consignee or end-user(s), either in their original form or after being incorporated into other items, without first obtaining approval from the U.S. Government or as otherwise authorized by U.S. laws and regulations. Buyer warrants that it is not a denied or otherwise trade-restricted party by any regulatory authority. Buyer further warrants that Products will not be involved in proliferation activities per the Enhanced Proliferation Control Initiative. Additionally, Buyer will review and comply with any applicable national export compliance laws and regulations in Buyer's home country that may impact the controlled export or re-export of the Products.

Any indication of a Schedule B/HTS/HS classification for any Product is not intended to be legal advice. Although Company prepares classifications based on information, sources, and methods believed to be accurate and reliable, Buyer acknowledges that such information is presented without warranty of any kind and that independent verification by qualified professionals is Buyer's sole responsibility. Accordingly, Buyer releases Company from any and all liability associated with the use of such information, including but not limited to customs and trade activities. If Buyer is a non-U.S. entity (aka Foreign Principal Party in Interest), the following shall apply: For customer pick up orders (e.g. under Incoterms rule FCA) where Buyer's agent will facilitate the shipment of items from the U.S., then said foreign Buyer is required by U.S. law to designate in writing which U.S. party that it wants to file the Electronic Export



**TERMS AND CONDITIONS OF SALE**  
**EFFECTIVE OCTOBER 1, 2025**

Information (“EEI”). If Company receives such a writing that it has been selected, then it will file the EEI in accordance with the rules surrounding routed exports (15 CFR 30.3 (e)); however, if Company receives no such written authorization, then it will be assumed that the EEI will be filed by the Buyer’s U.S. freight forwarder or other U.S. agent.

**15. ENTIRE AGREEMENT.**

These Terms & Conditions and the Purchase Order(s) set forth the entire agreement of the Parties with respect to the matters set forth in this Agreement, and any and all prior agreements relating to the subject matter of this Agreement, whether oral or written, are superseded by this Agreement. In the event of a conflict between the provisions of these Terms & Conditions and a Purchase Order, these Terms & Conditions shall prevail.

**16. WAIVER.**

This Agreement may only be modified or amended in writing, duly executed by each of the Parties. No failure by either Party to exercise any power given to it under this Agreement, or to insist upon strict compliance by the other Party of any obligation under this Agreement, and no custom or practice of the Parties at variance with the terms of this Agreement, will constitute a waiver of the Party’s right to demand exact compliance with the terms of this Agreement.

**17. REMEDIES NON-EXCLUSIVE AND CUMULATIVE.**

Unless otherwise provided in the Agreement, all rights and remedies made available to a Party by any of the provisions of this Agreement are intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and in addition to every other remedy available at law or equity.

**18. MISCELLANEOUS**

These Terms and Conditions do not constitute an agency relationship between the Parties and neither Party shall hold itself out to be the legal representative, agent, or employee of the other Party for any purpose whatsoever. No course of dealing, usage of trade or course of performance shall be relevant to supplement or explain any terms used in these Terms and Conditions or any Purchase Order. These Terms and Conditions and any Purchase Order shall be binding upon and inure to the benefit of Company and Buyer and each of their respective successors and permitted assigns. Buyer shall not assign or delegate its rights or obligations under these Terms and Conditions or applicable Purchase Order in whole or in part without the prior written consent of Company, which consent shall not be unreasonably withheld or denied. Company may assign and/or delegate its rights and/or obligations under these Terms and Conditions and/or any Purchase Order in whole or in part at any time without the consent of Buyer. Buyer must treat all information received from Company as confidential and may not disclose without written consent. Buyer shall not use Company’s name, trademarks, or the existence of this relationship in any marketing, advertising, publicity, or other communications without Company’s prior written consent.