



Effective date: March 10, 2022

Coval Group

Standard Terms and Conditions of Sale

- 1. General Notice.** These Standard Terms and Conditions of Sale (“T&Cs”) govern any purchase of goods by purchaser (together with its successors, affiliates and subsidiaries, “Purchaser” or “you”) from Coval Group LLC (together with its successors, affiliates and subsidiaries, “Seller” or “us”). Each of Purchaser and Seller are sometimes referred to herein as a “party” and collectively as the “parties.” If a written supply or distribution agreement is executed by Purchaser and Seller, then that agreement will supersede these T&Cs to the extent of any conflict with these T&Cs. If no written supply or distribution agreement is executed by the parties, these T&Cs, along with the provisions contained within the Seller’s invoice, constitute the final, entire and exclusive agreement between the parties concerning the sale of goods by Seller to Purchaser, and supersede all prior oral and written agreements and understandings (whether express or implied, including those implied by law, through usage of trade, course of performance or course of dealing). Any attempted modification of these T&Cs by Purchaser, and any additional or different terms included in Purchaser's purchase order or other document submitted by Purchaser to Seller are hereby rejected (even if such purchase order or other document is accepted by Seller). Purchaser’s acceptance, payment for, or use of goods delivered by Seller constitutes its acceptance of these T&Cs. Any modification or addition to these T&Cs must be in writing and signed by authorized representatives of both Purchaser and Seller. Seller reserves the right to reject any purchase order for goods submitted by Purchaser. The goods shall not be modified without the express written permission of Seller. If the Purchaser or any other person, entity or user makes any such modification without the express written permission of Seller, the limited warranty herein provided is invalidated.
- 2. Prices of Goods.** Prices for the goods shall be the prices set forth on Seller’s price list in effect at the time of purchase, unless otherwise agreed to in writing by Seller and Purchaser. Payment for such goods shall be made in U.S. dollars. Prices exclude all taxes, fees and duties, which exclusions include, without limitation, all: (a) sales, use, license, franchise, excise, VAT and other taxes; (b) export or import duties; and (c) inspection fees, all of which shall be paid by Purchaser unless a proper exemption certificate is furnished. All prices are subject to change by Seller without notice. If Purchaser requires permits to use the goods, then the cost for those permits shall be the sole responsibility of Purchaser. Purchaser may cancel a purchase order only with the prior written consent of Seller, which Seller may withhold in its sole discretion. While in no way limiting the generality of the foregoing, cancellations are prohibited once the goods have been shipped and for custom made goods that have already been made or are in the process of being made. All approved cancellations will be subject to the payment by Purchaser of a cancellation fee in the amount of 25% of the amount that otherwise would have been invoiced under the canceled purchase order.
- 3. Terms of Payment.** Purchaser agrees to pay for all goods ordered by Purchaser in full, without offset or deduction, at the prices, quantities, and payment terms specified on Seller’s invoice. If payment terms are not specified in the invoice, standard payment terms are 30 days from the invoice date (except in the case of Stored Goods, the terms of which are described in paragraph 4). Time of payment is of the essence and all sums not paid when due shall bear interest at the lower of 1.5% per month or the highest amount permitted under applicable law. Purchaser shall also reimburse Seller for all costs and expenses (including collection costs and attorneys’ fees) incurred by Seller in collecting

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All transactions are subject to our Standard Trading Terms and Conditions, a copy of which is available from us or at our website

any past due balances or other amounts owed by Purchaser to Seller. Partial payments will be applied first to overdue interest, then to cost of collecting, and finally to the cost of the goods.

4. **Delivery of Goods; Title and Risk of Loss.** Unless otherwise expressly agreed to in a writing signed by Seller, title to the goods (and risk of loss) shall pass from Seller to Purchaser FOB Seller's facility. If Purchaser requests Seller to ship the goods and Seller agrees, unless otherwise agreed to by Seller (a) title to the goods (and risk of loss) shall pass from Seller to Purchaser FOB Seller's facility, (b) Purchaser shall pay the cost of freight in advance, and (c) Purchaser shall reimburse Seller for extra freight charges, special packaging, and incidental costs incurred for goods shipped at Purchaser's request by means other than Seller's customary shipping methods. Purchaser agrees that time of delivery of the goods is not of the essence. Seller will use commercially reasonable efforts to meet requested or anticipated delivery times but is not responsible for delays caused by acts beyond its reasonable control, including without limitation, any failure of the transportation carrier to meet the delivery schedule or any inaccurate information provided by Purchaser. If Purchaser cannot, or, without cause, does not, take delivery of the goods, Seller may in its sole discretion ship the goods to a third-party warehouse for storage at Purchaser's cost (such goods, "Stored Goods"). In such instance, payment for such goods (along with the initial storage fee and a 2% administration fee) shall immediately be due by Purchaser. All shipping dates are approximate and are dependent upon prompt receipt from Purchaser of all information necessary for the proper execution of Purchaser's purchase order and subject to Seller's confirmation.
5. **Purchase Order Cancellation; Goods Returned.** Goods may not be returned to Seller for credit without the prior written authorization by Seller, and in no event can goods be returned more than 30 days after being shipped to the Purchaser. Purchaser agrees that custom goods manufactured for Purchaser pursuant to a purchase order or other request must be purchased by Purchaser and cannot be returned. Goods that are eligible for a refund must be unused, in the original packaging, and in the same condition that you received them.
6. **Receiving of Goods.** All goods must be inspected by Purchaser immediately upon receipt; if Purchaser arranges for the transport of the goods, then any inspection by Purchaser shall be performed at Seller's facilities. If the goods are found to be non-conforming or otherwise not delivered in accordance with these T&Cs, Purchaser shall notify Seller of such defect in writing within five days after Purchaser's receipt of goods. A failure to notify Seller that goods delivered by Seller are non-conforming within such five-day period shall constitute a waiver of such a claim. Any such written notices must describe the alleged deficiency with particularity and shall be sent via email to sales@coval-group.com. Upon receipt of such a notice, Seller will be afforded a reasonable opportunity to investigate the claim and, if the alleged deficiency contained in the claim is confirmed by Seller, to correct the deficiency or repair or replace, at Seller's option, the non-conforming goods.
7. **Warranties.** Seller warrants to Purchaser that as of the date of shipment: (a) the goods manufactured by Seller shall conform to Seller's then-current technical data sheet for such goods; (b) the goods shall be subject to any label warranty affixed to the container or packaging of such goods; (c) Seller has good title to such goods; and (d) such goods are free and clear of all liens and encumbrances created by Seller. The above warranties extend only to Purchaser. Except for an express written limited warranty signed by an authorized representative of Seller, no other statement or warranty, written or oral, including statements in any marketing brochure or promotional literature, or any purported warranty in writing from Purchaser, shall be binding upon Seller. EXCEPT AS SET FORTH IN THIS PARAGRAPH 7, SELLER SPECIFICALLY DISCLAIMS ALL OTHER EXPRESS OR IMPLIED WARRANTIES, WHETHER ARISING BY OPERATION OF LAW OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, NON-

INFRINGEMENT, QUALITY, OR ANY REPRESENTATION OR WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, USAGE OR TRADE PRACTICE. Purchaser represents and warrants that Seller has provided to Purchaser all technical data sheets for the purchased goods, Purchaser is familiar with applying and using the goods in accordance with the technical data sheets and applicable Law, and Seller shall not be held liable for any loss, damage, or other liability that may result from a failure to use the goods in accordance with such technical data sheets or any other written instructions from Seller.

8. **LIMITATION OF LIABILITY.** IN NO EVENT SHALL SELLER BE LIABLE TO PURCHASER OR ANYONE CLAIMING THROUGH PURCHASER FOR ANY INDIRECT, EXEMPLARY, PUNITIVE, SPECULATIVE, CONSEQUENTIAL, SPECIAL OR INCIDENTAL DAMAGES, LOSS OF PROFITS, LOSS OF USE, PENALTIES OR DEMURRAGE, WHETHER OR NOT BASED UPON SELLER'S NEGLIGENCE, BREACH OF WARRANTY, BREACH OF CONTRACT, STRICT LIABILITY, TORT OR ANY OTHER CAUSE OF ACTION, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. SELLER'S SOLE LIABILITY AND THE EXCLUSIVE REMEDY OF PURCHASER OR ANYONE CLAIMING THROUGH PURCHASER FOR ANY CAUSE OF ACTION ARISING IN CONNECTION WITH THE GOODS, INCLUDING BUT NOT LIMITED TO, THE RECOMMENDATION, PURCHASE, SHIPMENT, STORAGE, HANDLING, OR USE OF THE GOODS IS EXPRESSLY LIMITED TO, AT SELLER'S OPTION, REPLACEMENT OF THE NON-CONFORMING GOODS OR A REFUND OF THE PURCHASE PRICE THEREOF. PURCHASER AGREES THAT, NOTWITHSTANDING ANYTHING ELSE HEREIN TO THE CONTRARY, SELLER'S MAXIMUM POTENTIAL LIABILITY WITH RESPECT TO ANY CAUSE OF ACTION SHALL BE THE ACTUAL AMOUNT PAID BY PURCHASER FOR THE GOODS PURCHASER HAS ORDERED WHICH FORM THE BASIS FOR THE CLAIM.
9. **Service Disclaimer.** From time to time, Seller may approve or make a recommendation of another company or service provider. In addition, Seller may make available technical service personnel to provide consultations and advice to Purchaser regarding the application of the goods. PURCHASER ACKNOWLEDGES AND AGREES THAT ANY TECHNICAL ADVICE FURNISHED OR RECOMMENDATIONS MADE BY SELLER OR ITS REPRESENTATIVES CONCERNING THE APPLICATION OF GOODS ARE PROVIDED WITHOUT CHARGE AND ON AN "AS IS" AND "AS AVAILABLE" BASIS. SELLER MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND REGARDING SUCH ADVICE AND ACCEPTS NO LIABILITY ARISING THEREFROM. PURCHASER SHALL BE SOLELY RESPONSIBLE FOR THE PROPER APPLICATION OF THE GOODS AND PURCHASER SHALL INDEMNIFY, DEFEND, AND HOLD SELLER HARMLESS FROM ANY LIABILITY ARISING OUT OF THE HANDLING, STORAGE, USE AND/OR APPLICATION OF THE GOODS.
10. **Insurance.** Any and all insurance on or relating to the goods (including their shipment and time in transit) shall be arranged and paid for by Purchaser.
11. **Force Majeure.** Seller will not be liable or deemed to be in breach of these T&Cs for any delay or failure to perform any or all of its obligations by reason of fire, explosion, accidents, hurricanes, tornados, flood, unusually severe or abnormal weather, war or threat of war, riots or civil commotion, acts of terrorism, acts of God, pandemic or epidemic (or governmental response thereto), act of any governmental authority or agent, changes in applicable law, interruption of or delay in transportation of goods, labor disputes, shortage of labor, materials or raw materials, inability to obtain raw materials at a reasonable price or any other circumstance or event beyond the reasonable control of Seller. If Seller is rendered unable by force majeure to carry out any or all of its obligations under these T&Cs,

Seller shall give notice to Purchaser and shall be excused from performance for the duration of the force majeure event.

12. **Intellectual Property.** As between the parties, all intellectual property rights (be it patents, copyrights, trademarks, trade secrets, any other proprietary intellectual property rights, or otherwise) related to (a) any of Seller's goods, (b) any corresponding marketing materials, training materials, product specifications and/or operating instructions (including, without limitation, any such materials provided by Seller to Purchaser), and (c) any modifications or derivative works of any foregoing, are the sole and exclusive property of Seller, and to the extent Purchaser acquires any rights therein (whether by operation of law or otherwise), Purchaser hereby irrevocably assigns such rights to Seller (without any further consideration). In addition, all suggestions, solutions, improvements, corrections and other contributions provided by Purchaser to Seller regarding any of Seller's goods are the sole and exclusive property of Seller, and Purchaser hereby irrevocably assigns such rights to Seller (without any further consideration). Purchaser shall not receive any intellectual property ownership or licensing rights with respect to intellectual property related to the goods. Purchaser shall not (directly or indirectly): (i) prepare any derivative work based on any of Seller's goods; (ii) reverse engineer, disassemble or decompile any of Seller's goods, or analyze or otherwise examine, or allow to be analyzed or examined, any of Seller's goods for the purpose of reverse engineering the formulations for such goods; (iii) remove, obscure, or alter any notice of Seller's intellectual property rights present on or in Seller's goods or any component thereof; (iv) repackage the goods without the express written permission of Seller; and/or (v) contest, challenge, register or seek to register, any of Seller's rights set forth above in clauses (a) through (c) of this Paragraph 12, including, without limitation, seeking to register any trademark which is identical or similar to any trademark which Seller owns or claims rights to anywhere in the world.
13. **Compliance with Laws; Antibribery Laws.** Purchaser shall comply with all applicable laws, regulations and orders of any governmental authority ("Laws"), including, without limitation, all Laws in any way relating to Purchaser's purchase, ownership, transportation, receipt, handling, storage, processing, alteration, repackaging, relabeling, use, application, disposal or resale of the goods once the goods have been purchased by and/or shipped to Purchaser. While in no way limiting the generality of the foregoing, Purchaser agrees that it will not take any action with respect to any goods purchased from Seller that could cause either party to be in violation of any applicable anti-bribery or anti-corruption Laws, including but not limited to the US Foreign Corrupt Practices Act and the UK Bribery Act 2010. Generally speaking, these laws, among other things, prohibit the payment or promise of payment of anything of value, either directly or indirectly, to the representative of a commercial entity or an official of a foreign government, foreign political party, party official, or candidate for foreign office, for the purpose of influencing any act or decision in their official capacity, or inducing such person to use their influence to assist a party to obtain, retain or direct business, or secure any improper business advantage. Purchaser represents, warrants and covenants that (a) it complies with all such applicable anti-bribery and anti-corruption laws, and (b) it is not on, or associated with companies that are on, US lists of persons or entities to which the sale of goods are restricted or prohibited according to applicable Law.
14. **Confidentiality.** Purchaser shall maintain all non-public information relating to Seller, the goods and/or the purchase of goods from Seller in strict confidence and shall not disclose such information to any person or entity except as required by law. If required by law to disclose confidential information of Seller, Purchaser shall immediately notify the Seller. The foregoing obligations shall be in addition to any confidentiality agreement executed by Purchaser and Seller regarding the exchange of technical data or business information between the parties.

15. **Indemnification.** To the extent permitted by applicable law, Purchaser shall indemnify, defend, and hold Seller harmless from and against any and all actual, alleged, or threatened claims, liabilities, and costs and expenses (including attorneys' fees) resulting from or arising out of any actual or alleged acts or omissions of Purchaser, including, without limitation, the operation of its business, the transportation, handling, storage, repackaging, relabeling, modification, distribution, sale, use, application and/or disposal of the goods or any breach of these T&Cs.
16. **Audit.** Unless permitted by Seller in its sole discretion, Purchaser has no rights to audit or inspect Seller's facilities, records, and/or operations. If Purchaser requests to audit or inspect Seller's facilities, records, and/or operation, and such request is granted by Seller, then the audit shall be conducted at Purchaser's sole expense and Seller shall exclusively control the conditions, scope and parameters of such audit, including the time and location.
17. **Regulated Products.** Purchaser acknowledges that the goods are regulated differently in different jurisdictions. Seller will label and package the goods so as to comport with any applicable labeling/packaging regulations in the state or country to which the goods are being shipped (such state or country, "Subject Jurisdiction"). If Purchaser exports or otherwise ships or sells the goods outside of the Subject Jurisdiction, Purchaser shall be solely responsible for complying with all applicable laws, rules, regulations, chemical inventory registrations, and labeling and licensing requirements, shall be responsible for related costs, expenses, taxes, fees, duties, and penalties for non-compliance, and shall indemnify and hold Seller harmless from any such liability in regards to the foregoing.
18. **Responsible Practices.** Purchaser acknowledges that Seller has furnished or made available, or will furnish or make available upon request, product literature or information, such as Safety Data Sheets, Product Data Sheets, and labels that include warnings, safety and health information related to the goods furnished hereunder. Purchaser shall: (a) familiarize itself with all such information; (b) adopt and follow safe handling, storage, transportation, use, treatment and disposal practices with respect to the goods; (c) instruct its employees, independent contractors, agents and customers of the precautions and safe use practices required in connection with the unloading, handling, storage, use, transportation and disposal of the goods furnished hereunder; and (d) comply with applicable safety and environmental Laws and take action necessary to avoid spills or other dangers to persons, property or the environment. Purchaser shall indemnify, defend and hold Seller harmless against any and all third-party causes of action, claims, liabilities, losses, costs, damages and expenses (including, without limitation, attorney's fees and expenses) to the extent arising out of Purchaser's failure to comply with any of its commitments, representations and/or warranties under this paragraph.
19. **Product Modifications.** Except to the extent contemplated in a written agreement entered into between Seller and Purchaser, all goods sold to Purchaser are sold for end-use only in the Subject Jurisdiction. Purchaser shall not modify, reconfigure, relabel, or repackages the goods, and any such actions shall invalidate the limited warranty offered by Seller herein and Purchaser shall be solely responsible for any liabilities (including relating to any failure to comply with governmental regulations) resulting from such actions.
20. **Applicable Law; Jurisdiction; Venue; JURY TRIAL WAIVER.** These T&Cs shall be governed by the laws of the State of Texas, without reference to conflicts of laws principles. IF ANY ACTION IS BROUGHT FOR THE ARBITRABILITY OF ANY DISPUTE OR ENFORCEMENT OF AN ARBITRATOR'S ORDER, VENUE FOR SUCH ACTION SHALL BE IN HOUSTON, TEXAS, AND EACH PARTY IRREVOCABLY AND UNCONDITIONALLY (I) CONSENTS AND SUBMITS TO THE EXCLUSIVE JURISDICTION AND VENUE OF THE STATE AND FEDERAL COURTS LOCATED IN HOUSTON, TEXAS, (II) WAIVES THE RIGHT TO TRIAL BY JURY, AND (III) CONSENTS TO SERVICE OF PROCESS BY FIRST CLASS CERTIFIED

MAIL OR OVERNIGHT DELIVERY. Such courts, as applicable, shall have personal jurisdiction with respect to such party, and such party hereby submits to the personal jurisdiction of such courts.

21. **DISPUTE RESOLUTION; ARBITRATION.** EXCEPT WITH RESPECT TO COLLECTION EFFORTS OF SELLER, ANY DISPUTE OR CONTROVERSY ARISING UNDER OR IN CONNECTION WITH THE PURCHASE OF GOODS BY PURCHASER FROM SELLER SHALL BE SETTLED EXCLUSIVELY BY ARBITRATION IN ACCORDANCE WITH THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION (THE “AAA”) THEN IN EFFECT. SUCH ARBITRATION SHALL BE CONDUCTED BY A SINGLE ARBITRATOR IN HOUSTON, TEXAS. ANY PARTY MAY INITIATE ARBITRATION OF ANY DISPUTE UNDER THESE T&CS BY GIVING WRITTEN NOTICE TO THE OTHER PARTY OF THE COMMENCEMENT OF ARBITRATION PROCEEDINGS. WITHIN TEN DAYS AFTER RECEIPT OF NOTICE INITIATING ARBITRATION, SELLER AND PURCHASER SHALL SELECT THE ARBITRATOR FROM A LIST OF ARBITRATORS PROVIDED BY THE AAA OFFICE SERVING HOUSTON, TEXAS. IF PURCHASER AND SELLER ARE UNABLE TO AGREE ON THE ARBITRATOR, THE ARBITRATOR SHALL BE SELECTED BY AAA. SELLER AND PURCHASER SHALL SHARE EQUALLY THE COSTS OF THE ARBITRATOR. THE THEN-CURRENT COMMERCIAL ARBITRATION RULES OF THE AAA SHALL GOVERN THE CONDUCT OF ANY ARBITRATION PROCEEDING. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, EITHER PARTY SHALL HAVE THE RIGHT TO OBTAIN INJUNCTIVE RELIEF, WHICH RELIEF SHALL BE BROUGHT EXCLUSIVELY IN STATE OR FEDERAL COURT IN HOUSTON, TEXAS, TO PROTECT ANY RIGHTS OR PROPERTY OF SUCH PARTY PENDING DETERMINATION OF THE MERITS OF THE CONTROVERSY. A DECISION BY THE ARBITRATOR SHALL BE FINAL AND BINDING. JUDGMENT SHALL BE ENTERED ON THE ARBITRATORS’ AWARD.
22. **Notices.** Seller may provide any notice to Purchaser under these T&Cs by sending a message to the email address provided by Purchaser. Notices sent by email will be effective when Seller sends the email. It is your responsibility to keep your email address current. To give us notice under these T&C, you must contact us as follows: (i) by email to sales@coval-group.com; or (ii) by personal delivery, overnight courier or registered or certified mail to Royal Office Park, 12811 Royal Drive, Suite 110, Stafford TX 77477. Notices provided by personal delivery will be effective immediately. Notices provided by email are effective upon our sending you a reply email confirming receipt. Notices provided by overnight courier will be effective one business day after they are sent. Notices provided by registered or certified mail will be effective three business days after they are sent.
23. **Survival.** Provisions of these T&Cs which by their nature should apply beyond their terms will remain in force after any termination or expiration of these T&Cs including, but not limited to, the following provisions: Price of Goods (Paragraph 2); Terms of Payment (Paragraph 3); Limitation of Liability (Paragraph 8); Service Disclaimer (Paragraph 9); Intellectual Property (Paragraph 12); Compliance with Laws, Antibribery Laws (Paragraph 13); Confidentiality (Paragraph 14); Indemnification (Paragraph 15); Regulated Products (Paragraph 17); Applicable Law, Jurisdiction, Venue, Jury Trial Waiver (Paragraph 20); Dispute Resolution, Arbitration (Paragraph 21); Survival (Paragraph 23); Miscellaneous (Paragraph 24).
24. **Miscellaneous.** Purchaser may not assign any rights nor delegate any obligations under these T&Cs without Seller’s prior written consent. Any assignment or attempted assignment in contravention of the foregoing shall be null and void, and shall permit Seller, in addition to other rights it may have, to terminate all purchase orders. Seller may assign any of its rights or obligations hereunder. If any portion of these T&Cs is found invalid, illegal, void or unenforceable, the rest of these T&Cs will continue in effect, and the invalid, illegal, void or unenforceable part shall be reformed to the extent

possible to make it enforceable and give business efficacy to these T&Cs. Seller may amend or change these T&C at any time upon reasonable notice to Purchaser, including by posting updated versions on Seller's website(s). Failure of Seller to enforce any of the provisions of these T&Cs will not be construed to be a waiver of any provisions hereunder nor will any such failure prejudice the right of Seller to take any action in the future. Any waiver must be made in writing and signed by Seller. The relationship between the parties is that of independent contractors and not business partners or a joint venture, and neither party is an agent for the other or has the right to bind the other to any agreement with a third party. The use of the word "including" means "including without limitation."