

PROACTIVE SOLUTIONS USA, LLC

STANDARD TERMS AND CONDITIONS OF SALE

Effective Date: 08/17/2026

1. Scope and Entire Agreement

1.1 ProActive Solutions USA, LLC ("Seller") sells chemical products to its customers (each, a "Buyer") solely under these terms of sale (these "Terms"). Each sale is further described in an order confirmation, quotation, or invoice that identifies the specific products sold (the "Products") and that Seller issues to Buyer (the "Order Confirmation"). These Terms and the applicable Order Confirmation, together, make up the parties' complete agreement for that sale (the "Agreement").

1.2 The Agreement is the complete and final statement of the parties' understanding regarding the Products, and it displaces every earlier or simultaneous discussion, proposal, or writing between the parties on that subject, whether oral or written.

1.3 Whatever terms Buyer may include in a purchase order, procurement portal, vendor form, or acknowledgment — and no matter when Buyer submits them — do not become part of the Agreement. Seller's willingness to fill an order is conditioned on Buyer's acceptance of these Terms, and shipping or otherwise fulfilling an order is not Seller's acceptance of, and does not amend the Agreement to include, any Buyer-supplied term.

2. Order Acceptance and Quotations

2.1 Binding Orders. An order submitted by Buyer becomes binding on Seller only once Seller issues an Order Confirmation for it; quotations, price lists, and similar communications from Seller are invitations to order, not offers Buyer can accept on its own.

2.2 Seller's Discretion. Before issuing an Order Confirmation, Seller may accept an order as submitted, decline it, or propose different quantities, pricing, or delivery timing.

2.3 Forecasts Non-Binding. Volume estimates, forecasts, and non-binding release schedules that Buyer shares with Seller are for planning purposes only and create no obligation for Seller to produce, hold, or supply any particular quantity of Product.

2.4 Quotation Validity. Unless Seller states otherwise or withdraws it sooner, a quotation remains open for Buyer's acceptance for thirty (30) calendar days from its date. Seller may correct any typographical, clerical, or computational error appearing in a quotation, price list, invoice, or Order Confirmation.

3. Pricing, Invoicing, and Payment

3.1 Price. Products are sold at the price stated in the Order Confirmation. For orders not yet confirmed, Seller may change its published pricing at any time on notice to Buyer.

3.2 Surcharges. Seller may add to the invoiced price a surcharge tied to fuel, freight, energy, or other trade-related costs, calculated under Seller's then-current surcharge policy, on notice to Buyer.

3.3 Payment Terms. Invoices are payable net thirty (30) days from the invoice date unless the Order Confirmation states otherwise, and timely payment by Buyer is a material term of the Agreement.

3.4 Late Payment Interest. Amounts unpaid after their due date accrue interest at 1.5% monthly, or the maximum rate permitted by law if lower, until paid in full.

3.5 Collection Costs. If Seller must pursue collection of past-due amounts, whether through a third party or through litigation, Buyer will reimburse Seller's reasonable collection costs, including attorneys' fees.

3.6 Taxes. Stated prices exclude sales, use, excise, and similar taxes and governmental assessments, all of which Buyer must pay in addition to the price, except for taxes measured by Seller's own income, revenue, or net worth.

3.7 Credit Hold. Seller may hold shipments or suspend performance on any open order, without liability, whenever Buyer is late on payment or Seller has a good-faith concern about Buyer's ability to pay, until Buyer pays what is owed or provides security acceptable to Seller.

3.8 Acceleration. If Buyer defaults on a payment obligation, becomes insolvent, makes an assignment for the benefit of creditors, or becomes subject to a bankruptcy or receivership proceeding, or if Seller in good faith and for a legitimate reason deems itself insecure about Buyer's ability to pay, the entire unpaid balance Buyer owes under the Agreement becomes immediately due and payable at Seller's option.

4. Shipping Schedules

4.1 Dates for shipment or delivery stated in an Order Confirmation are Seller's good-faith estimate, not a guarantee, and Seller has no liability for shipping or delivering later than estimated.

4.2 Seller may fulfill an order in multiple shipments, each invoiced and payable on its own terms.

4.3 Additional Charges. Buyer will pay any additional charge that Seller's then-current shipping policies assign to an order because of expedited service, special or inside delivery, a below-minimum order quantity, or a similar accommodation Buyer requests, on top of the base freight charge.

5. Delivery, Passage of Title, and Risk of Loss

5.1 Delivery Point. Unless the Order Confirmation says otherwise, Seller delivers Product FCA (Incoterms® 2020) at its manufacturing facility or other shipping point (the “Delivery Point”), packaged and shipped by Seller’s customary methods.

5.2 Title and Risk of Loss. Once Seller tenders the Product to the carrier at the Delivery Point, title and risk of loss both pass to Buyer, regardless of who books or pays the freight.

5.3 Carrier Selection. Buyer selects the carrier and mode of transport and must arrange any cargo or transit insurance it wants. If, as an accommodation, Seller agrees in the Order Confirmation to book transportation for Buyer, Seller does so only as Buyer’s agent and makes no warranty regarding the carriage arranged.

6. Events Beyond Seller's Control

6.1 Force Majeure. Seller is not in default or liable for a failure or delay in performing the Agreement caused by something outside Seller’s reasonable control, such as a natural disaster, fire, flood, explosion, war, terrorism, civil disorder, embargo, a new legal requirement or government action, a declared emergency, a labor dispute, a shortage of raw materials, energy, or transportation capacity, or an epidemic or pandemic.

6.2 Allocation and Cancellation. If such an event delays or blocks performance for more than sixty (60) days, Seller may allocate its available supply among customers as it deems fair, and either party may cancel the affected order by written notice without liability, other than for Product already shipped.

7. Product Conformance Warranty

7.1 The Warranties. Products are warranted solely to match, as of the delivery date, the specifications set out in the Certificate of Analysis accompanying that shipment (the “Product Warranty”). Seller separately warrants that it conveys clear title to the Products, free of liens and encumbrances (the “Title Warranty”).

7.2 Warranty Exclusions. The Product Warranty speaks only to the Product’s condition at delivery. It does not apply to Product that is later mishandled, neglected, involved in an accident, stored or handled improperly, exposed to abnormal conditions, used contrary to the governing Safety Data Sheet or Seller’s written directions, or altered, reprocessed, or combined with other material by anyone other than Seller.

8. Disclaimer of Additional Warranties

8.1 EXCEPT FOR THE WARRANTIES SET FORTH IN SECTION 7 ABOVE, SELLER MAKES NO OTHER REPRESENTATION OR WARRANTY OF ANY KIND REGARDING THE PRODUCTS, WHETHER EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A

PARTICULAR PURPOSE, OR NON-INFRINGEMENT, REGARDLESS OF WHETHER SUCH A WARRANTY COULD OTHERWISE ARISE BY OPERATION OF LAW, THE PARTIES' PRIOR DEALINGS OR PAST PERFORMANCE, OR CUSTOM IN THE TRADE.

9. Exclusive Remedy for Nonconforming Product

9.1 Notice Required. Buyer's only recourse for Product that fails to meet the Product Warranty ("Nonconforming Product") is set out in this Section, and Buyer forfeits that recourse unless it gives Seller written notice within five (5) business days of discovering, or reasonably having been able to discover, the nonconformance.

9.2 Inspection. Upon receiving that notice, Seller will direct Buyer where to ship the Nonconforming Product for inspection and testing, at Seller's expense.

9.3 Sole Remedy. If Seller's inspection confirms, to its reasonable satisfaction, that the Product is Nonconforming Product, Seller will, at its option and expense, either send a replacement or refund what Buyer paid for it; Seller has no further obligation regarding that Product.

10. Cap on Damages

10.1 Aggregate Cap. REGARDLESS OF THE LEGAL THEORY ASSERTED, WHETHER CONTRACT, TORT, OR OTHERWISE, SELLER'S TOTAL LIABILITY UNDER OR IN CONNECTION WITH THE AGREEMENT WILL NOT EXCEED THE AMOUNT BUYER PAID FOR THE PRODUCT AT ISSUE.

10.2 Excluded Damages. SELLER HAS NO LIABILITY, UNDER ANY CIRCUMSTANCE, FOR SPECIAL, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, NOR FOR LOST REVENUE, LOST PROFITS, FOREGONE BUSINESS OPPORTUNITY, OR DIMINISHED VALUE, REGARDLESS OF WHETHER SUCH LOSSES WERE FORESEEABLE, WHETHER SELLER WAS ADVISED THEY MIGHT OCCUR, OR WHETHER ANY REMEDY AVAILABLE UNDER THE AGREEMENT FAILS TO ACHIEVE ITS PURPOSE.

11. Deadline to Assert Claims

11.1 Apart from claims covered by Section 9 (Exclusive Remedy for Nonconforming Product), Buyer must give Seller written notice of any other claim relating to the Products or the Agreement within sixty (60) days of when Buyer discovered, or reasonably should have discovered, the basis for it. Otherwise, the claim is forfeited.

12. Protection of Proprietary Information

12.1 Confidentiality. The parties will keep the terms of the Agreement confidential and will not disclose them to outside parties, except as legally required or as needed to consult their own professional advisors.

12.2 No Reverse Engineering. Each Product embodies Seller's proprietary formulation work, know-how, and trade secrets. Neither Buyer nor anyone acting on Buyer's behalf may analyze, sample, disassemble, or otherwise investigate a Product — whether through chemical, chromatographic, spectroscopic, or other analytical means — to work out its composition, ingredient ratios, or manufacturing method for any competitive or commercial purpose, whether or not with an intent to replicate the Product. This restriction continues while Buyer has access to the Product and afterward for as long as the law allows.

13. Product Stewardship, Labeling, and Handling

13.1 SDS and Labeling. Ahead of or together with a Product's first shipment, Seller will give Buyer a current Safety Data Sheet and will label Product containers consistent with GHS requirements under OSHA's Hazard Communication Standard, 29 C.F.R. § 1910.1200.

13.2 Handling Requirements. In handling, storing, transporting, using, and disposing of Products, Buyer must follow the applicable Safety Data Sheet, Seller's written instructions, and every relevant law — including the Toxic Substances Control Act, OSHA standards, DOT hazardous-materials rules, and, where relevant, California's Proposition 65 — and must pass the SDS and necessary hazard information along to its own workforce, contractors, and downstream customers as those laws require.

13.3 Buyer's Responsibility. Determining whether a Product suits Buyer's intended application, and complying with every law touching Buyer's use, resale, or further processing of it, is Buyer's responsibility alone.

13.4 Reliance on Buyer Information. Any application guidance or recommendation Seller gives about a Product depends on the accuracy and completeness of the facility, process, and use information Buyer provides. Seller has no liability for guidance or a recommendation that rests on information Buyer supplied that was inaccurate, incomplete, or outdated.

13.5 Facility-Specific Precautions. Buyer will promptly tell Seller about any special or unusual safety precaution Seller should take because of a condition at Buyer's facility or in Buyer's process.

14. Trade Controls and Anti-Diversion

14.1 Export Controls. Buyer understands that U.S. Export Administration Regulations and related trade laws apply to the Products and any accompanying technical data, and that re-exporting or diverting them without the necessary government authorization is unlawful.

14.2 Anti-Diversion. Buyer will not sell, transfer, or divert a Product, directly or indirectly, to any destination, person, or entity restricted or prohibited under U.S. or other applicable sanctions, export-control, or anti-boycott laws. Diverting a Product from the destination shown on its shipping records is a material breach, entitling Seller, at its discretion, to void that sale and recover the Product or its value, along with the reasonable costs of doing so, including attorneys' fees.

14.3 Anti-Corruption Compliance. Buyer represents that it will comply with every applicable law in performing the Agreement and using the Products, including the U.S. Foreign Corrupt Practices Act and comparable anti-corruption statutes.

15. Buyer's Indemnity Obligations

15.1 Buyer will indemnify, defend, and hold Seller, its affiliates, and each of their officers, directors, employees, and agents harmless from any claim, loss, damage, liability, fine, penalty, or expense, including reasonable attorneys' fees, arising from: Buyer's failure to comply with a law applicable to it, Buyer's breach of the Agreement, or Buyer's use, resale, processing, storage, or disposal of a Product once delivered.

16. Seller's Insurance

16.1 Coverage Maintained. Seller maintains commercial general liability, products liability, and automobile liability insurance in commercially reasonable amounts for a business of its size and operations.

16.2 Certificate on Request. Seller will furnish Buyer a certificate of insurance evidencing that coverage upon Buyer's written request.

17. Restrictions on Assignment

17.1 Buyer needs Seller's prior written consent, not to be unreasonably withheld, before assigning or transferring all or any part of the Agreement. Seller may assign or transfer all or any part of the Agreement without needing Buyer's consent, including in connection with a merger, acquisition, or sale of assets.

18. Security Interest and Retention of Title

18.1 Security Interest. Notwithstanding the passage of title and risk of loss under Section 5, Seller retains a purchase-money security interest, under Article 9 of the Uniform Commercial Code, in each Product sold on credit and in its proceeds, until Buyer pays that Product's purchase price in full.

18.2 Filing Authorization. Buyer authorizes Seller to file UCC financing statements, and any amendments or continuations, describing the Products and their proceeds as collateral, without needing Buyer's signature where the law allows.

18.3 Remedies on Default. If Buyer defaults on a payment obligation, Seller has all the rights and remedies of a secured party under the Uniform Commercial Code, in addition to every other remedy available under the Agreement or at law.

19. Return for Credit Policy

19.1 Credit Only. Approved returns are credited to Buyer's account; Seller does not issue cash refunds.

19.2 Request Window. Buyer must request return credit within thirty (30) days of delivery; issued credit is valid for one (1) year.

19.3 Non-Returnable Products. Seller will not accept for credit any Product that is non-stock, made to Buyer's specifications, or designated a special order, and all sales of such Product are final.

19.4 Restocking Charge. A restocking charge of at least 25% of the Product's price applies to approved returns, with the final amount determined at the time of the request.

19.5 Return Conditions. To receive credit, returned Product must reference the original order number, be in new and unused condition, and be shipped freight-prepaid by Buyer; Seller does not accept freight collect returns and will not refund freight on the original shipment or the return. All returns are subject to Seller's inspection before credit is issued.

20. Term and Termination

20.1 Termination for Uncured Breach. Either party may terminate the Agreement, or any then-open order, if the other party materially breaches the Agreement and does not cure that breach within thirty (30) days after receiving written notice describing it.

20.2 Separate Contracts. Each shipment or delivery Seller makes under the Agreement is a separate, independent contract; a default under one shipment does not, by itself, excuse Buyer's obligations regarding any other shipment.

20.3 Remedies Preserved. This Section does not limit or delay Seller's separate remedies under Section 21 (Buyer Default and Seller's Remedies) for Buyer's payment default, insolvency, or related events, which Seller may exercise immediately and without a cure period.

21. Buyer Default and Seller's Remedies

21.1 Termination or Suspension. Seller may terminate or pause its performance of the Agreement or any open order, without liability and without giving up any other right or remedy, if Buyer fails to pay when due or otherwise breaches the Agreement, if Buyer becomes insolvent, assigns its assets for the benefit of creditors, or enters bankruptcy or receivership, or if Seller reasonably and in good faith becomes insecure about Buyer's ability to meet its payment or other obligations and so notifies Buyer.

21.2 Refusal of Delivery. If Buyer refuses to accept a tendered delivery of Product, Seller may store the Product for Buyer's account, at Buyer's risk and expense, or resell it to another purchaser at private or public sale without notice to Buyer. Buyer remains liable to Seller for the difference between the Order Confirmation price and the resale price, plus Seller's reasonable costs of storage and resale.

21.3 Cancellation Charge. If Buyer cancels an accepted order, Buyer will pay Seller a cancellation charge sufficient to cover Seller's cost incurred plus its anticipated profit on that order, plus a reasonable restocking charge for any Product that cannot be resold to another customer in the ordinary course.

22. No Implied Waiver

22.1 A waiver by Seller of any term of the Agreement is effective only if it is in writing and signed by Seller's authorized representative. If Seller does not act on a right or remedy right away, or acts on it only in part, that does not stop Seller from acting on it fully later or from exercising some other right or remedy instead.

23. Notices

23.1 Manner of Notice. A formal notice under the Agreement must be in writing and delivered by hand, by a nationally recognized overnight courier, or by certified mail with a return receipt requested, addressed to the location stated in the Order Confirmation or to another address a party designates in writing.

24. Choice of Law and Forum

24.1 Governing Law. Wisconsin law governs the Agreement and any dispute connected to it, without regard to conflict-of-law rules that might point to another jurisdiction's law, and the parties agree that the CISG does not govern the Agreement.

24.2 Venue. Each party submits irrevocably to the exclusive jurisdiction and venue of the state and federal courts sitting in Wisconsin for any dispute connected to the Agreement, and each waives any objection based on venue or forum inconvenience.

24.3 Jury Trial Waiver. Each party knowingly and voluntarily waives any right to a jury trial in any action or proceeding connected to the Agreement.

25. Miscellaneous

25.1 Amendment. A change to the Agreement binds the parties only if both Buyer and Seller sign a written amendment.

25.2 Survival. A provision that is meant, by its nature, to operate beyond the life of the Agreement continues to do so after the Agreement ends, including at least Sections 8 (Disclaimer of Additional Warranties), 10 (Cap on Damages), 12 (Protection of Proprietary Information), 14 (Trade Controls and Anti-Diversion), 15 (Buyer's Indemnity Obligations), 18 (Security Interest and Retention of Title), 23 (Notices), and 24 (Choice of Law and Forum).

25.3 No Third-Party Beneficiaries. Except as Section 15 (Buyer's Indemnity Obligations) provides, only Buyer and Seller benefit from the Agreement, and it gives no other person any right, benefit, or remedy.

25.4 Severability. If a provision of the Agreement is held invalid, illegal, or unenforceable in some jurisdiction, that holding does not affect the Agreement's other provisions, nor does it affect that provision's validity or enforceability elsewhere.

25.5 Independent Contractors. Seller acts as an independent contractor in its dealings with Buyer, and nothing in the Agreement creates a partnership, joint venture, agency, or employment relationship between the parties.

25.6 Headings. Section headings are included for convenience and do not affect how the Agreement is interpreted.



Acknowledgment

These Terms and Conditions of Sale apply to all current and future Order Confirmations issued by Seller. By submitting an order, Buyer agrees to be bound by these Terms and Conditions.

