

## **Janed Enterprises, Inc. - Terms and Conditions of Sale**

Unless Janed Enterprises, Inc. (“JEI” or “we”) has entered into a written agreement with you as purchaser that is signed by an authorized representative of JEI, the following terms and conditions will govern when we sell products to you. We value your business and trust that you understand that our pricing is based on our having a set of terms and conditions that fairly balances the costs and risks of doing business between us.

**1. Quotations; Contract of Sale.** Unless a different period of time is specified in a quotation for the sale of products by JEI (the “Products”), prices quoted in writing by JEI expire thirty (30) days from the date of quotation or sooner if JEI notifies you before your acceptance. These Terms and Conditions and any document of JEI attached hereto, and any other written or electronic communication of JEI that directed you to or incorporates these Terms and Conditions, including any quotation, will collectively constitute the “Contract Documents” (and in the event of any conflict, these Terms and Conditions will prevail) governing sale of the Products described in the Contract Documents. You will be deemed to have accepted the provisions of the Contract Documents, including these Terms and Conditions, by manifesting your acceptance by any of the following: (a) signing and returning to JEI a copy of the Contract Documents; (b) sending to JEI a written acknowledgement of the Contract Documents; (c) placing a purchase order or giving instructions to JEI respecting the sale or delivery of the Products following receipt of the Contract Documents; (d) failing to cancel a pending purchase order within ten (10) days after receiving the Contract Documents; (e) accepting delivery of all or any part of the Products; (f) paying for all or any part of the Products; or (g) indicating in some other manner your acceptance of the Contract Documents. You will be deemed to have received the Contract Documents if we have notified you where they can be accessed via the Internet. If you attempt to accept a quotation after it has expired, JEI may accept your purchase order or other communication, but any acceptance by JEI is expressly conditioned upon these Terms and Conditions forming a part of the Contract Documents. Upon acceptance, you irrevocably agree and commit to purchase the Products in accordance with the Contract Documents. JEI HEREBY OBJECTS TO AND REJECTS THE PROVISIONS OF ANY PURCHASE ORDER OR OTHER DOCUMENT WHICH IS INCONSISTENT WITH OR IN ADDITION TO THE PROVISIONS OF JEI’S CONTRACT DOCUMENTS (WHICH INCONSISTENT OR ADDITIONAL PROVISIONS ARE HEREBY EXCLUDED FROM THE CONTRACT), AND JEI’S OFFER AND OBLIGATIONS ARE EXPRESSLY CONDITIONED UPON YOUR ACCEPTANCE OF THESE TERMS AND CONDITIONS. THE CONTRACT DOCUMENTS SHALL BE THE COMPLETE AND EXCLUSIVE CONTRACT BETWEEN YOU AND JEI WITH RESPECT TO THE PRODUCTS (THE “CONTRACT”) AND MAY BE MODIFIED ONLY IN A WRITING SIGNED BY JEI’S AUTHORIZED REPRESENTATIVE. NO PRIOR OR OTHER CONTEMPORANEOUS PROPOSALS, STATEMENTS, FORECASTS, SAMPLES, MODELS, SPECIFICATIONS, COURSE OF DEALING OR USAGE OF TRADE SHALL BE PART OF THE CONTRACT BETWEEN YOU AND JEI.

**2. Payment.** Unless specified otherwise elsewhere in the Contract, all invoices are payable in full, at JEI’s headquarters in Taylors, South Carolina, in United States dollars, within thirty (30) days after date of invoice. All payments will be due and payable without offset, discount (unless explicitly provided for in the Contract) or any reduction in the Contract price, without deduction for any exchange or conversion, and also without deduction for any taxes or duties levied by any governmental authority. Any payment received from or for your account may be accepted and applied by JEI against any indebtedness owing by you, as shown by the books and records of JEI, without discharge of the remainder of any such indebtedness regardless of any statement by you referring to or accompanying such payment. You agree to pay late payment charges for each month or portion thereof on any payment hereunder that is not made when due. The late payment charge rate will be the lesser of (a) 1.5% per month, and (b) the maximum rate allowed by applicable law. JEI may, at any time, in its sole discretion, limit or cancel any credit terms given to you as to time and amount; and as a condition to JEI’s obligations under the Contract (including sourcing or delivering all or any part of the Products), JEI may, in its sole discretion, require you to (i) pay in cash an amount sufficient to cover the unpaid Contract price (including all related transportation, storage and other costs to be charged to you), or (ii) obtain and maintain an irrevocable commercial letter of credit in favor of JEI for such unpaid Contract price, on terms satisfactory to JEI in its sole discretion. Such letter of credit

will be payable on sight and be in a form and issued and confirmed by a bank or banks satisfactory to JEI, in its sole discretion. The terms of any such letter of credit will comply with any specifications or requirements furnished by JEI to you, including provisions for transferability, partial delivery, transshipment, and acceptance of stale documents. You will bear and pay the full cost, including all banking charges, incurred in connection with the issuance, confirmation and amendment of each such letter of credit. The opening or confirmation of such letter of credit will not discharge your direct payment obligation to JEI. Any credit balances on your account must be used within the same calendar year of issuance or will be forfeited. Credit balances shall be payable by JEI in Products or credit against your payment obligations for Products, and not in cash; provided, further, that you expressly acknowledge and agree that these account credit provisions reflect the additional administrative costs we incur to process credits and are binding on you and third parties.

**3. Default.** You will be in default and fundamental and material breach of this Contract upon the occurrence of any of the following: (a) your uncured breach or nonfulfillment of this or any other contract with JEI; (b) your failure to obtain and maintain any letter of credit required by JEI in accordance with the Contract; (c) your failure to make timely payment to JEI for any installment of the Products; (d) your failure to assort, specify, or accept any installment of non-defective Products; (e) your insolvency, calling of a meeting of your creditors, or general assignment for the benefit of your creditors; or (f) commencement of bankruptcy, insolvency, reorganization, arrangement or similar proceedings concerning you (but, in the case of involuntary proceedings, only if not dismissed within thirty (30) days after commencement). In the event of any such default by you, JEI may, in addition to any other rights and remedies under applicable law, exercise any one or more of the following rights and remedies, which are intended to be cumulative and not mutually exclusive: (i) cancel any part of this Contract or any other contract with you (with you being liable for damages); (ii) defer any shipment under this or any other contract; (iii) declare immediately due and payable all outstanding invoices under this or any other contract; (iv) immediately repossess all or any part of the Products in transit or in the custody or control of you pursuant to this or any other contract, at the sole risk and expense of you; (v) finish all or any portion of its performance of the Contract and charge you up to the full Contract price; and (vi) re-sell all or any part of the Products covered by this or any other contract, or any materials supplied for the Contract, at public or private sale, with you being responsible for all losses and expenses incurred in such sale.

**4. Retention of Title; Containers.** Unless specified otherwise elsewhere in the Contract, all Products delivered to you will remain the property of JEI, or if such retained title is not valid or enforceable under applicable law, JEI will have and retain a security interest and lien in and against the Products and their proceeds until JEI has received payment in full therefor from you. You agree that you will cause all Products which JEI has delivered but for which JEI has not been paid in full (wherein JEI has accordingly retained its interest) to remain in a separate and distinct location, marked by conspicuous signage disclosing JEI's retained interest in such Products and will not transfer to any third party any interest in such Products. Notwithstanding JEI's retained interest in the Products, you will bear all risk of loss or damage with respect to the Products, and will be responsible for maintaining full replacement cost insurance for the Products, at your sole expense, with JEI named as a loss payee and additional insured, until JEI has been paid in full therefor. Notwithstanding JEI's retained interest in any of the Products, you will be solely responsible and liable for any and all taxes, warehousing or storage costs, transportation costs or other costs or liabilities associated with the Products following delivery thereof by JEI in accordance with the Contract. You agree to execute any document deemed necessary or appropriate by JEI, in its sole discretion, to perfect or enforce the retained interest of JEI in the Products, or in the alternative, JEI may file or record the Contract or any memorandum or statement thereof without your signature. Any containers with a capacity of 220 gallons or more ("Bulk Containers") shall remain the sole and exclusive property of JEI and no title is being transferred to you. You agree to safely store Bulk Containers and agree not to remove any identification or markings of JEI on such containers. After your removal of Products from Bulk Containers, you agree to clean the Bulk Containers so they are free from any Product or other chemical residue and you agree to return the Bulk Containers to JEI at your expense using standard freight. If any Bulk Containers are returned to JEI with any Product or chemical residue, you agree to reimburse JEI for the cost of cleaning and disposal of any residue; provided, further, if JEI in good faith determines that it is not economically feasible to clean a Bulk Container returned by you, you agree to reimburse JEI for the full

replacement cost of such Bulk Container. You further agree to reimburse JEI for any damage to Bulk Containers occurring while in your or your agent's possession. For any containers used to ship Products that have a capacity of less than 220 gallons, you may retain them or dispose of them in accordance with applicable law.

**5. Delivery; Bill and Hold.** Unless specified otherwise elsewhere in the Contract, JEI's delivery of the Products will be Ex Works JEI's Taylors, South Carolina facility (Incoterms 2010), with risk of loss and damage passing to you at such point, subject to JEI's rights under applicable law. For any Products held subject to your instructions or which JEI, in its sole discretion, has determined should be held for your account, JEI may invoice before delivery, with risk of loss or damage passing to you as of the date of such invoice. You will pay all insurance, freight, and delivery charges as a separate item. Unless specified otherwise elsewhere in the Contract, delivery of Products in a quantity varying not more than ten percent (10%) from the Contract amount will be deemed complete delivery of the Contract amount, and payment will be made for the actual quantity delivered. Delivery may, in JEI's discretion, be made in severable installments, and installment deliveries will be accepted by you and paid for at Contract prices and terms. Unless specified otherwise elsewhere in the Contract, all delivery dates are JEI's good faith estimates of shipping and are not guaranteed. Products invoiced and held in any location for any reason will be held at your risk and expense, and JEI may charge for insurance and storage at prevailing rates. No Products may be returned without first obtaining the written authorization of JEI. For any authorized returns, you (i) will be responsible for all costs of packing, shipping, refurbishing and damage related to Products, and (ii) will pay to JEI a restocking fee.

**6. Suitability of Products; Product Information; Indemnification.** JEI may from time to time provide suggestions or assistance regarding the use or applicability of particular Products or the quantity or quality of particular Products. You acknowledge and agree that you will test the Products in each different manufacturing system or other environment, and you will not rely on any suggestions or assistance provided by JEI, including whether the type, quantity or quality of Products described in a quotation or other document of JEI, and subsequently delivered to you, are sufficient for your purposes. You further acknowledge that the conditions affecting each application of Products are unique, and that changes in, or conditions affecting, your manufacturing processes may affect the suitability of the Products to your particular application. The Products are for industrial applications and have not been designed for nor are they promoted for uses in environments for the manufacture of food, pharmaceuticals, cosmetics, medical devices or other end uses that are regulated by the United States FDA or equivalent foreign governmental agencies, or for uses in hazardous applications or environments such as flight-related systems or nuclear environments. You agree that you are responsible for the evaluation of your manufactured product under actual end-use requirements and to adequately advise and warn purchasers and users thereof. You acknowledge that JEI relies upon certificates of analysis from its vendors, JEI does not independently test raw materials used in Products and the prices for Products reflect this fact. Accordingly, you agree that JEI will not be responsible for damages suffered by you or third parties if raw materials differ from their stated certificates of analysis. Material Safety Data Sheets providing safety precautions that should be observed in handling and storing Products are available on request. These data sheets describe certain properties of the Products, and under no circumstances shall they be construed as warranties. You should obtain and review the available material safety information before handling any of the Products. All Products should be handled only by properly trained persons who are familiar with the hazards of working with chemicals such as the Products. You assume all responsibility to learn and understand the risks associated with the transportation, storage, handling and use of the Products. You agree to instruct your employees, agents and vendors that might be reasonably be expected to come into contact with the Products in techniques for safe transportation, storage, handling and use of the Products, as well as safe and lawful disposal of the Products. Our representatives may from time to time provide you with suggestions regarding the safe transportation, storage, handling and use of the Products. Any such suggestions are given without any warranty or liability, and you agree that you are not relying on such suggestions. JEI may make substitutions, modifications and improvements to the Products and their underlying components or raw materials (including, without limitation, formula changes), provided such substitutions, modifications and improvements do not materially affect the quality or performance of the Products, unless such substitutions, modifications and improvements are made to conform the Products to applicable regulation, law or industry

standard. You agree to defend, indemnify and hold harmless JEI and its agents and employees against any loss, damage, claim, suit, liability, judgment or expense (including, without limitation, attorney's fees) arising out of or in connection with any injury, disease or death of persons (including, without limitation, your employees and agents) or damage to or loss of any property or the environment (including, without limitation, loss of use or lost profits), or violation of any applicable laws or regulations resulting from or in connection with the transportation, storage, handling or use of the Products by you, your employees or your agents, whether caused by the concurrent and/or contributory negligence of you, JEI, or any of our respective agents, employees or suppliers, and whether brought by you, your employees, your customers or other third parties. The obligations, indemnities and covenants contained in this Section shall survive the consummation or termination of the Contract.

**7. Limited Warranties.** SUBJECT TO SECTION 8, JEI WARRANTS VALID TITLE TO THE PRODUCTS AND THAT AT THE TIME OF DELIVERY SPECIFIED IN THE CONTRACT, THE PRODUCTS WILL SUBSTANTIALLY CONFORM TO JEI'S THEN-CURRENT STANDARD SPECIFICATIONS. EXCEPT FOR THE FOREGOING WARRANTY, ALL OTHER EXPRESS AND IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, INFRINGEMENT, OR ANY WARRANTIES BASED UPON SAMPLES, MODELS, OR SPECIFICATIONS, ARE EXPRESSLY DISCLAIMED. YOU ASSUME ALL RISK AND LIABILITY CONCERNING THE USE OF PRODUCTS. ANY ADVICE, SUGGESTIONS OR ASSISTANCE THAT JEI FURNISHES TO YOU AND THE RESULTS THEREOF ARE PROVIDED AT YOUR SOLE RISK AND EXPENSE.

**8. Limitation of Liability.** WITHOUT LIMITING THE GENERALITY OF ANY OTHER PROVISION IN THE CONTRACT LIMITING OR EXCLUDING LIABILITY OF JEI, THE DAMAGES RECOVERABLE BY YOU BASED ON ANY CLAIM OF ANY KIND WHATSOEVER (INCLUDING NEGLIGENCE) ARISING FROM OR IN ANY WAY CONNECTED TO THIS CONTRACT OR THE PRODUCTS SHALL NOT BE GREATER THAN THE ACTUAL CONTRACT PRICE OF THE PRODUCTS PAID BY YOU WITH RESPECT TO WHICH SUCH CLAIM IS MADE, AND IN NO EVENT SHALL JEI BE LIABLE FOR YOUR OR ANY THIRD PARTY'S SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING DAMAGES DUE TO LOSS OF USE, LOST PROFITS, LOSS OF GOODWILL, LATE DELIVERY, NONDELIVERY, DEFECTIVE CONDITION, OR USE OF THE GOODS.

**9. Defects and Claims.** Upon receipt of the Products by you, you agree to promptly inspect the Product packaging for damage, shortfalls and conformity to your order, and any such claims not received by us within five (5) days after your receipt shall be forever barred and waived. You agree to examine and test the Products within thirty (30) days after receipt and before use and will give JEI prompt notice of any alleged nonconformity to the warranty described in Section 7. Your use of Products will be deemed acceptance as conforming to the Contract. All claims of any kind, nature, or description are barred and waived unless made in writing. You will be deemed to have accepted the Products, and any right to cancel, reject, or claim damages will expire, and you will lose and waive any right to rely upon or claim nonconformity of the Products, unless your written and particularized claim is received by JEI within thirty (30) days after receipt of Products for all claims; provided, however, that in no case will JEI have any obligation after Products have been further modified or incorporated in other products or systems. If you have a claim for defective Products, you will make such Products available without cost to JEI at a point reasonably designated by JEI (with failure to do so deemed acceptance and waiver of all claims for defect), and you must store such Products in a reasonably protected environment. If JEI determines a defect claim to be valid, JEI may, at its sole option and election, (i) replace any defective Products, (ii) accept return of any defective Products and refund the purchase price therefor to you, or (iii) pay to you the difference in value of conforming Products as of the scheduled Contract delivery date and the value of the Products actually delivered. The foregoing constitutes your exclusive remedy for any defective Products hereunder. Unless JEI has agreed in a writing signed by an officer of JEI, you agree that Products are for your end use, and you will not resell or repackage Products for use by others.

**10. Force Majeure.** Neither party will be liable for loss or damage due to nonperformance resulting from any cause beyond the affected party's reasonable control, including compliance with any regulation, order, or instruction of any governmental authority, act of God, war (declared or undeclared), terrorism, act or omission of the other party, act of civil or military authority, fire, epidemic, flood, catastrophe, strike, factory or port shut-down, lockout, riot, rationing, shortage of material, or inability of such affected party to obtain necessary labor from usual sources; provided, however, no delay in the performance of your payment obligations hereunder (including any obligation with respect to obtaining a confirmed letter of credit) will be excused on account of any such cause. In the event of any excused delay due to any such cause, the affected party will as soon as practical notify the other party thereof and will at the same time, or the earliest practical date after such notice, specify any revised performance schedule. In the event of any such excused delay, the time of performance by the affected party will be extended for a period equal to the time lost by the affected party by reason of the delay. If the transaction is covered by a letter of credit, the letter of credit will provide that receipt by the confirming or issuing bank of a copy of the notice of delay from JEI will operate as the instruction of you to said banks to amend the letter of credit to extend the times for shipment and the expiration of the letter of credit to the date(s) indicated in said notice.

**11. Prices.** All prices are exclusive of any applicable import duties and tariffs, customs fees, export licensing fees, or import or export taxes, federal, state, provincial or local sales, use, property, or value added taxes or other any taxes or official charges, all of which are your sole responsibility. JEI may change quoted prices by notice to you prior to your acceptance. Notwithstanding any firm pricing for a period of time, JEI may pass through, and you will pay, any price increases or surcharges incurred by JEI that are generally applicable to the industry and arise from raw material or commodity shortages or price disruptions.

**12. Governing Law.** For all sales located within, or if you are organized in, the United States, the law of the State of South Carolina, without regard to its conflict of laws principles, will govern this Contract and the rights and obligations of the parties hereunder. For all international sales to purchasers with no United States presence, the United Nations Convention on Contracts for the International Sale of Goods (the "Sales Convention") will, to the extent applicable and as limited herein, govern this Contract and the rights and obligations of the parties hereunder. Notwithstanding the foregoing, in the event of any inconsistency or conflict between provisions of this Contract and the Sales Convention, the provisions of this Contract will govern and prevail. To the extent of any such inconsistency or conflict, the provisions of this Contract will be deemed to derogate from the provisions of the Sales Convention within the meaning of Article 6 thereof. Further, without limiting the generality of the foregoing, the following provisions of the Sales Convention are hereby excluded from this Contract: Articles 8(3), 9, 11, 16(2), 39(2), 44, 46, 50, and 84(1). Questions that are not expressly settled in this Contract or by application of the Sales Convention are to be settled in conformity with the internal laws of the State of South Carolina, U.S.A., without regard to its conflict of laws principles. The Convention on the Limitation Period in the International Sale of Goods is hereby excluded and will not govern any claim arising from or relating to this Contract or the sale or purchase of Products.

**13. Dispute Resolution.** JEI and you hereby irrevocably consent to the exclusive jurisdiction of the Courts of the State of South Carolina or the United States District Court for the District of South Carolina in any and all actions and proceedings arising out of or relating to the Contract Documents or any transaction between the parties. You hereby waive any objection which you may have based upon lack of personal jurisdiction, improper venue or forum non conveniens. Anything to the contrary in this Contract notwithstanding, in addition to your obligations described in Section 9, any claim by you of any kind, nature, or description is barred and waived, and no proceedings of any kind may be commenced by you, unless you institute a proceeding in one of the above-described courts within one (1) year after the claim first arose. EACH PARTY HEREBY WAIVES ANY AND ALL RIGHTS IT MAY HAVE TO A JURY TRIAL IN CONNECTION WITH ANY LITIGATION, PROCEEDING OR COUNTERCLAIM ARISING WITH RESPECT TO RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THE CONTRACT DOCUMENTS OR WITH RESPECT TO ANY CLAIMS ARISING OUT OF ANY TRANSACTIONS BETWEEN THE PARTIES.

**14. Assignment and Delegation.** Neither party will transfer or assign this Contract, whether by operation of law or otherwise, without the prior express written consent of the other party. Any attempted transfer or assignment hereof without such consent will be void and without force or effect. Except as otherwise expressly provided herein, this Contract is not intended to be for the benefit of, and will not be enforceable by, any person not a party to it or the permitted assignee of such party.

**15. Notices.** Unless specified otherwise elsewhere in the Contract, all notices and similar communications provided hereunder must be in writing, and delivered by first-class, prepaid, registered United States mail or reputable overnight courier service.

**16. Miscellaneous.** All rights and remedies hereunder will be in addition to all other rights and remedies under applicable law, all of which rights and remedies will be nonexclusive and cumulative. No waiver by either party of any default will be deemed a waiver of any subsequent default. If any provision of this Contract is determined to be invalid, such invalidity will not affect the validity of the remaining portions of this Contract. Your acceptance of the Contract Documents will constitute your representation and warranty that you have obtained all necessary approvals, licenses and permits required from all applicable governmental authority with respect to the shipment, importation, delivery or use of the Products. JEI will have the right to cancel its performance under this Contract, and may withhold or suspend performance of any of its responsibilities hereunder, for any failure or delay by you in giving JEI any assurances JEI may require, in its sole discretion, that all such approvals, licenses and permits have been obtained, in which event you will promptly reimburse and indemnify JEI for all damages, costs or losses incurred by JEI due to such failure or delay by you. The Contract is solely for the benefit of JEI, you and any indemnitees specified herein, and shall not confer any rights or benefits on any third parties. The sale of the Products shall not convey any license or right to use any trademarks or trade names of JEI.