AUSTIN POWDER

General Terms and Conditions for the Purchase of the Products and the Services in Malaysia

1. **APPLICABILITY**. These General Terms and Conditions for the Purchase of the Products and the Services in Malaysia (these "**Terms**") are the only terms which govern the purchase of the goods (the "**Products**") and services (the "**Services**") by Austin Powder Malaysia Sdn Bhd ("**Austin Powder**") from the seller named on the Order Confirmation (as defined below) ("**Seller**"). The accompanying purchase order, sales order, order confirmation, sales agreement, quote, and/or sales order confirmation (the "**Order Confirmation**") and these Terms (collectively, this "**Agreement**") comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations, and warranties, and communications, both written and oral. These Terms prevail over any of Seller's general terms and conditions regardless of whether or when Seller has submitted its sales confirmation or such terms. This Agreement expressly limits Seller's acceptance to the terms of this Agreement. Fulfillment of or other performance under this Order Confirmation constitutes acceptance of these Terms.

2. **DELIVERY OF THE PRODUCTS AND PERFORMANCE OF THE SERVICES**. Seller shall deliver the Products in the quantities and on the date(s) specified in the Order Confirmation or as otherwise agreed in writing by the parties (the "**Delivery Date**"). If Seller fails to deliver the Products in full on the Delivery Date, Austin Powder may terminate this Agreement immediately by providing written notice to Seller and Seller shall indemnify Austin Powder against any losses, claims, damages, and reasonable costs and expenses directly attributable to Seller's failure to deliver the Products on the Delivery Date. Austin Powder has the right to return any the Products delivered prior to the Delivery Date at Seller's expense and Seller shall redeliver such the Products on the Delivery Date. The Products and Services, as applicable, shall comply with the physical properties, technical specifications, descriptions, samples, materials, formulation and/or recipe (if any) of the Products, Services or deliverables contained or referred to in the Order Confirmation or otherwise agreed to in writing between the parties (the "**Specifications**"). Seller shall deliver all the Products to Austin Powder's address specified in the Order Confirmation (the "**Delivery Point**") during Austin Powder's normal business hours or as otherwise instructed by Austin Powder. Upon delivery of any Products, Seller shall deliver a Safety Data Sheet and, for Products containing chemicals, Seller shall also deliver a certificate of analysis for each delivery of such Products. Seller shall pack all the Products for shipment according to Austin Powder's instructions or, if there are no instructions, in a manner sufficient to ensure that the Products are delivered in undamaged condition. Seller must provide Austin Powder prior written notice if it requires Austin Powder to return any packaging material. Any return of such packaging material shall be made at Seller's risk of loss and expense. Seller shall provide the Services to Austin Powder as described and in accordance with the dates or schedule set forth on the Order Confirmation and in accordance with the terms and conditions set forth in these Terms. Seller acknowledges that time is of the essence with respect to Seller's obligations hereunder and the timely delivery of the Products and the Services, including all performance dates, timetables, project milestones and other requirements in this Agreement.

3. **QUANTITY**. If Seller delivers less the quantity of the Products ordered, Austin Powder may reject all or any excess Products. Any such rejected Products shall be returned to Seller at Seller's sole risk and expense. If Austin Powder does not reject the Products and instead accepts the delivery of the Products at the increased or reduced quantity, the Price (as defined herein) for the Products shall be adjusted on a pro-rata basis.

4. **SHIPPING TERMS.** Delivery of the Products shall be made DPU Delivery Point, Incoterms® 2020. The Order Confirmation number must appear on all shipping documents, shipping labels, invoices, correspondence and any other documents pertaining to the Order Confirmation.

5. **TITLE AND RISK OF LOSS**. Title passes to Austin Powder upon delivery of the Products to the Delivery Point. Seller bears all risk of loss or damage to the Products until delivery and unloading of the Products to the Delivery Point.

6. **MODIFICATIONS TO THE PRODUCTS**. Seller shall not, without Austin Powder's prior written consent, make any change in the Specifications, the composition, design, manufacturing process, or sourcing of any of the Products supplied under the Order Confirmation ("**Modifications**"). Seller shall provide Austin Powder with (a) at least sixty (60) days' written notice prior to any proposed Modification that may affect the form, fit, function, performance, quality, labeling, or regulatory compliance of the Products, or (b) at least thirty (30) days' written notice prior to any other Modification. If any Modification is contemplated after Austin Powder has issued an Order Confirmation but before delivery, Seller shall immediately notify Austin Powder in writing and shall not implement such Modification without Austin Powder's written approval. Upon receipt of notice, Austin Powder may, in its sole discretion, (i) approve the Modification, (ii) require testing or qualification of the changed Products at Seller's expense, or (iii) cancel all or part of the Order Confirmation without liability or penalty. Seller shall bear all costs and liabilities resulting from failure to provide timely notice or to obtain Austin Powder's prior written consent to a Modification. No Modification shall be binding on Austin Powder unless expressly approved in writing by an authorized representative of Austin Powder.

7. **INSPECTION AND REJECTION OF NONCONFORMING THE PRODUCTS**. Austin Powder has the right to inspect the Products on or after the Delivery Date. Austin Powder, at its sole option, may inspect all or a sample of the Products, and may reject all or any portion of the Products if it determines the Products are nonconforming, defective, or otherwise fails to comply with the Specifications. If Austin Powder rejects any portion of the Products, Austin Powder has the right, effective upon written notice to Seller, to: (a) rescind this Agreement in its entirety; (b) accept the Products at a reasonably reduced price; or (c) reject the Products and require replacement of the rejected Products. If Austin Powder requires replacement of the Products, Seller shall, at its expense, within five (5) days replace the nonconforming or defective Products and pay for all related expenses, including, but not limited to, transportation charges for the return of the defective goods and the delivery of replacement Products. If Seller fails to timely deliver replacement Products, Austin Powder may replace them with goods from a third party and charge Seller the cost thereof and terminate this Agreement for cause pursuant to herein. Any inspection or other action by Austin Powder under this section shall not reduce or otherwise affect Seller's obligations under the Agreement, and Austin Powder shall have the right to conduct further inspections after Seller has carried out its remedial actions.

8. **PRICE**. The price of the Products and the Services is the price stated in the Order Confirmation (the "**Price**"). If no price is included in the Order Confirmation, the Price shall be the price set out in Seller's published price list in force as of the date of the Order Confirmation. Unless otherwise specified in the Order Confirmation, the Price includes all packaging, transportation costs to the Delivery Point, insurance, customs duties, fees, and applicable taxes, including, but not limited to, all sales, use or excise taxes. No increase in the Price or addition of any surcharge, fee, or other charge is effective without Austin Powder's prior written consent, regardless of increased material, labor, transportation, or other costs.

9. **PAYMENT TERMS**. Seller shall issue an invoice to Austin Powder on or any time after the completion of delivery and only in accordance with these Terms. Austin Powder shall pay all properly invoiced amounts due to Seller within sixty (60) days after Austin Powder's receipt of such invoice, except for any amounts disputed by Austin Powder in good faith. Without prejudice to any other right or remedy it may have, Austin Powder reserves the right to set off at any time any amount owing

to it by Seller against any amount payable by Austin Powder to Seller. In the event of a payment dispute, Austin Powder shall deliver a written statement to Seller no later than five (5) days prior to the date payment is due on the disputed invoice listing all disputed items and providing a reasonably detailed description of each disputed item. Amounts not so disputed are deemed accepted and must be paid, notwithstanding disputes on other items, within the period set forth in this section. The parties shall seek to resolve all such disputes expeditiously and in good faith. Seller shall continue performing its obligations under this Agreement notwithstanding any such dispute.

10. **SETOFF**. Without prejudice to any other right or remedy, Austin Powder reserves the right to set off at any time any amount owing to it by Seller against any amount payable by Austin Powder to Seller.

11. **SELLER'S SERVICES OBLIGATIONS**. Seller shall:

(a) before the date on which the Services are to start, obtain, and at all times during the term of this Agreement, maintain, all necessary licenses and consents and comply with all relevant laws applicable to the provision of the Services;

(b) comply with all rules, regulations and policies of Austin Powder, including security procedures concerning systems and data and remote access, building security procedures, including the restriction of access by Austin Powder to certain areas of its premises or systems for security reasons, and general health and safety practices and procedures;

(c) maintain complete and accurate records relating to the provision of the Services under this Agreement, including records of the time spent and materials used by Seller in providing the Services in such form as Austin Powder shall approve. During the term of this Agreement and for a period of two (2) years thereafter, upon Austin Powder's written request, Seller shall allow Austin Powder to inspect and make copies of such records and interview Seller personnel regarding the provision of the Services;

(d) obtain Austin Powder's written consent prior to entering into agreements with or otherwise engaging any person or entity, including all subcontractors and affiliates of Seller, other than Seller's employees, to provide any Services to Austin Powder (each such approved subcontractor or other third party, a "**Permitted Subcontractor**"). Austin Powder's approval shall not relieve Seller of its obligations under the Agreement, and Seller shall remain fully responsible for the performance of each such Permitted Subcontractor and its employees and for their compliance with this Agreement as if they were Seller's own employees. Nothing contained herein shall create any contractual relationship between Austin Powder and any Seller subcontractor or supplier;

(e) require each Permitted Subcontractor to be bound in writing by the confidentiality provisions of this Agreement, and, upon Austin Powder's written request, to enter into a non-disclosure or intellectual property assignment or license agreement in a form that is reasonably satisfactory to Austin Powder;

(f) ensure that all persons, whether employees, agents, subcontractors, or anyone acting for or on behalf of Seller, are properly licensed, certified or accredited as required by applicable law and are suitably skilled, experienced and qualified to perform the Services;

(g) ensure that all of its equipment used in the provision of the Services is in good working order and suitable for the purposes for which it is used, and conforms to all relevant legal standards and standards specified by Austin Powder; and

(h) keep and maintain any Austin Powder equipment in its possession in good working order and shall not dispose of or use such equipment other than in accordance with Austin Powder's written instructions or authorization.

12. **CHANGE ORDERS**. Austin Powder may at any time, by written instructions and/or drawings issued to Seller (each a "**Change Order**"), order changes to the Services. Seller shall within ten (10) days of receipt of a Change Order submit to Austin Powder a firm cost proposal for the Change Order. If Austin Powder accepts such cost proposal, Seller shall proceed with the changed services subject to the cost proposal and the terms and conditions of this Agreement. Seller acknowledges that a Change Order may or may not entitle Seller to an adjustment in Seller's compensation or the performance deadlines under this Agreement.

13. **WARRANTIES**. Seller warrants to Austin Powder that all Products will: (a) be free from any defects in workmanship, material and design; (b) conform to the Specifications, drawings, designs, samples and other requirements specified by Austin Powder; (c) be fit for their intended purpose and operate as intended; (d) be merchantable; (e) be free and clear of all liens, security interests or other encumbrances; and (f) not infringe or misappropriate any third party's patent or other intellectual property rights. Seller warrants to Austin Powder that it shall perform the Services using personnel of required skill, experience and qualifications and in a professional and workmanlike manner in accordance with best industry standards for similar services and shall devote adequate resources to meet its obligations under this Agreement. In addition to the warranties set forth in this section, Seller shall pass through all third-party manufacturer or supplier warranties applicable to the Products or Services furnished by Seller, without limitation or reduction. Austin Powder shall be entitled to assert such rights directly where permitted. In the event a third-party warranty is not assignable, Seller, at Austin Powder's reasonable request, shall enforce its warranty against a third party at Seller's expense and for Austin Powder's benefit. These warranties survive any delivery, inspection, acceptance or payment of or for the Products by Austin Powder. Any applicable statute of limitations runs from the date of Austin Powder's discovery of the noncompliance of the Products or the Services with the foregoing warranties. If Austin Powder gives Seller notice of noncompliance pursuant to this section, Seller shall, at its own cost and expense, promptly, to the extent applicable, (i) replace or repair the defective or nonconforming Products and pay for all related expenses, including, but not limited to, transportation charges for the return of the defective or nonconforming goods to Seller and the delivery of repaired or replacement Products to Austin Powder, and (ii) correct or re-perform the applicable Services.

14. **GENERAL INDEMNIFICATION**. Seller shall defend, indemnify, and hold harmless Austin Powder and Austin Powder's affiliates and its and their respective directors, officers, shareholders, employees, successors, and assigns (collectively, "**Indemnitees**") against any and all loss, injury, death, damage, liability, claim, deficiency, action, judgment, interest, award, penalty, fine, cost or expense, including attorney and professional fees and costs, and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers (collectively, "**Losses**") arising out of or occurring in connection with third party claims arising from or relating to the products purchased from Seller or Seller's negligence, willful misconduct, non-compliance with applicable law or breach of the Terms. Seller shall not enter into any settlement without Austin Powder's or any Indemnitee's prior written consent.

15. **INTELLECTUAL PROPERTY INDEMNIFICATION**. Seller shall, at its expense, defend, indemnify, and hold harmless Austin Powder and any Indemnitee against any and all Losses arising out of or in connection with any claim that Austin Powder's or such Indemnitee's use or possession of the Products or use of the Services infringes or misappropriates the patent, copyright, trade secret, or other intellectual property right of any third party. In no event shall Seller enter into any settlement without Austin Powder's or Indemnitee's prior written consent.

16. **INSURANCE**. Seller shall, at its own expense, maintain and carry, insurance in full force and effect, sufficient insurance, including, without limitation, commercial general liability (including product liability), to cover its obligations under this Agreement with financially sound and reputable insurers. Upon Austin Powder's request, Seller shall provide certificates of such insurance coverage. Seller shall provide Austin Powder with sixty (60) days' advance written notice in the event of a cancellation or material change in Seller's insurance policy. Except where prohibited by law, Seller shall require its insurer to waive all rights of subrogation against Austin Powder's insurers and Austin Powder.

17. **COMPLIANCE WITH LAW**. Seller shall comply, and shall require its officers, employees, affiliates, agents, and sub-contractors to comply, with all applicable laws, statutes, regulations, codes and ordinances, including without limitation those relating to anti-bribery, anti-corruption, anti-modern slavery, trade sanctions and anti-tax evasion including but not limited to the US Foreign Corrupt Practices Act of 1977.

Austin Powder shall not be obliged to make any payment or accept any Products or Services under this Agreement if such payment or acceptance would breach or expose Austin Powder to any sanction, prohibition, or restriction under this Section. Seller shall maintain in effect all the licenses, permissions, authorizations, consents, and permits that it needs to carry out its obligations under this Agreement. Seller shall comply with all export and import laws of all countries involved in the sale of the Products under this Agreement. Seller assumes all responsibility for shipments of the Products requiring any government import clearance. Austin Powder may terminate this Agreement if any governmental authority imposes antidumping or countervailing duties, any retaliatory duties, or any other penalties on the Products. Seller shall operate ethically, lawfully, and safely in accordance with Austin Powder's ESG policies (available at www.austinpowder.com/ethics-transparency/) and other standards communicated to Seller from time to time, each of which is incorporated into this Agreement by reference. Austin Powder may consider Seller's compliance with such requirements in its procurement decisions.

18. **AUDIT**. Seller shall maintain complete books and records for amounts charged to Austin Powder for Products and Services and for the Specifications, supplies, composition, design, materials, manufacturing process, or sourcing of any of the Products or the Services used by Seller, which books and records shall be available for audit by Austin Powder for two (2) years following the date in which the final Products were delivered, or the final Services were performed, hereunder. Audits shall be made upon reasonable prior written notice to Seller and shall be conducted in a manner as to not interfere unreasonably with Seller's normal business activities. If such audit indicates that Seller overcharged Austin Powder by more than three percent (3%) or if such audit shows that the Products or the Services did not conform to the Specifications or breached the warranties contained herein, then Seller shall bear all costs and expenses incurred by Austin Powder arising out of such audit.

19. **TERMINATION**. In addition to any remedies that may be provided under these Terms, Austin Powder may terminate this Agreement with immediate effect upon written notice to Seller, either before or after the acceptance of the Products or Seller's delivery of the Services, if Seller has not performed or complied with any of these Terms, in whole or in part. If Seller becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors, then Austin Powder may terminate this Agreement upon written notice to Seller. If Austin Powder terminates the Agreement for any reason, Seller's sole and exclusive remedy is payment for the Products received and accepted and the Services accepted by Austin Powder prior to the termination.

20. **WAIVER**. No waiver by Austin Powder is effective unless in a signed writing. No failure, delay, or partial exercise of any right constitutes a waiver or precludes further exercise of any rights.

21. **CONFIDENTIAL INFORMATION**. All non-public, confidential or proprietary information of Austin Powder, including but not limited to, the Specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, disclosed by Austin Powder to Seller, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential" in connection with this Agreement is confidential, solely for the purpose of performing this Agreement and may not be disclosed or copied unless authorized in advance by Austin Powder in writing. Upon Austin Powder's request, Seller shall promptly return all documents and other materials received from Austin Powder. Austin Powder shall be entitled to injunctive relief for any violation of this section. This section does not apply to information that is: (a) in the public domain; (b) known to Seller at the time of disclosure without an obligation of confidentiality; or (c) rightfully obtained by Austin Powder on a non-confidential basis from a third party.

22. **FORCE MAJEURE**. No party shall be liable or responsible to the other party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such party's (the "**Impacted Party**") failure or delay is caused by or results from the following force majeure events ("**Force Majeure Event(s)**"): (a) acts of God; (b) natural disaster, flood, fire, earthquake, epidemic, pandemic or explosion; (c) war, invasion, hostilities, terrorist threats or acts, or riot; (d) government order, law, or action; (e) embargoes or blockades in effect on or after the date of this Agreement; (f) national or regional emergency; and (g) other similar or dissimilar events beyond the reasonable control of the Impacted Party. The Impacted Party shall give notice within three (3) days of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of fifteen (15) days following written notice, the other party may thereafter terminate this Agreement upon written notice.

23. **ASSIGNMENT**. Seller shall not assign, transfer, delegate or subcontract any of its rights or obligations under this Agreement without the prior written consent of Austin Powder. Any purported assignment or delegation in violation of this section shall be null and void. No assignment or delegation shall relieve Seller of any of its obligations hereunder. Austin Powder may at any time assign or transfer any or all of its rights or obligations under this Agreement without Seller's prior written consent to any affiliate or to any person acquiring all or substantially all of Austin Powder's assets.

24. **THIRD-PARTY BENEFICIARIES**. This Agreement benefits only the parties and their respective successors and permitted assigns. No other person or entity has any right, benefit, or remedy under this Agreement.

25. **RELATIONSHIP OF THE PARTIES**. The parties are independent contractors. Nothing in this Agreement creates an agency, partnership, joint venture, or fiduciary relationship.

26. **GOVERNING LAW AND VENUE; JURY TRIAL WAIVER**. This Agreement is governed by Malaysian law, without regard to conflict-of-laws rules; the UN Convention on Contracts for the International Sale of Goods does not apply. Each party irrevocably submits to the exclusive jurisdiction of the courts of Malaysia for any related action. Each party irrevocably and unconditionally waives, to the fullest extent permitted by law, any right to a jury trial.

27. **NOTICES**. All notices, claims, demands, and all other communications under this Agreement must be in writing and delivered to the addresses in the Order Confirmation by personal delivery, commercial courier, electronic transmission, or registered post with delivery confirmation. Notices are effective upon receipt if delivered in accordance with this Section.

28. **CUMULATIVE REMEDIES**. The rights and remedies of Seller under this Agreement are cumulative and are in addition to and not in substitution for any other rights and remedies available at law or in equity.

29. **SEVERABILITY**. If any provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, that determination does not affect the validity of any other provision or of that provision in another jurisdiction. All limitations, exclusions, waivers, and shortened limitations periods in this Agreement shall be enforced to the fullest extent permitted by applicable law and reformed as necessary to preserve the maximum enforceable protection for Austin Powder.

30. **SURVIVAL**. The following provisions of these Terms shall survive any termination or expiration of this Agreement: (a) all indemnification obligations, including but not limited to general indemnification and indemnification for intellectual property infringement; (b) warranties; (c) compliance with laws; (d) confidentiality obligations; and (e) any other provisions that by their nature are intended to survive termination or expiration of this Agreement.

AMENDMENT AND MODIFICATION. This Agreement may only be amended in a writing that specifically states it amends this Agreement and is signed by an authorized representative of each party.

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