



## CONDITIONS OF SALE OF EQUIPMENT

1. Henkel Corporation ("Henkel") offers equipment and parts (together "the Equipment") for sale only on the terms and conditions contained herein (these "Terms"). The mutually-executed equipment sales agreement or order form between Henkel and a purchaser of Equipment ("Purchaser") referencing these Terms together with these Terms (collectively, this "Agreement") comprises the entire agreement between the parties, and supersedes all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral, with respect to the subject matter hereof. Prior dealings between the parties, Purchaser's purchase orders or other documents drafted by Purchaser shall not affect the Agreement. Henkel hereby objects to and shall not be bound by any oral or written agreement or other understanding, or by any change in, addition to, or waiver of any provisions hereof, unless approved in writing by an authorized representative of Henkel. This Agreement applies only to Henkel's sale of the Equipment; it does not apply to Henkel's sale of any other products.
2. Prices herein are quoted FCA Origin Port (Incoterms 2020), unless expressly set forth differently herein or agreed to in writing by the parties, and do not include sales, use, excise or similar taxes and custom duties, all of which are Purchaser's responsibility. Consequently, the amount of any present or future sales, use excise or similar tax or custom duties applicable to the sale of the Equipment shall be paid or reimbursed to Henkel by Purchaser, or in lieu thereof, Purchaser shall provide Henkel with a tax-exemption certificate acceptable to the taxing authorities. Parcel post and express shipments will be insured at Purchaser's expense. Other shipments will not be insured unless so specified in the mutually-executed equipment sales agreement or order form.
3. Terms of payment: Payment shall be due no later than thirty (30) days after delivery of the Equipment, unless otherwise specified herein or in a writing signed by an authorized representative of Henkel. If Equipment ready for shipment on or after the scheduled delivery date cannot be shipped because of Purchaser's request or for any other reason beyond Henkel's control, payment shall be made within thirty (30) days after the date on which Henkel has notified Purchaser same is ready for shipment.
4. In the event Henkel stores any materials, works in process, or finished Equipment for Purchaser, such storage shall be at Purchaser's sole risk of loss and expense, and Henkel may charge storage fees for same which will then be invoiced to Purchaser. Henkel is, however, under no duty to store any materials, works in process, or finished Equipment for Purchaser and may, in Henkel's discretion, return same to Purchaser at any time if Purchaser fails to accept per the terms of this Agreement; in the event Henkel returns any materials, works in process, or finished Equipment to Purchaser, Purchaser shall pay for same within thirty (30) days of receipt.
5. Risk of loss or damage to the Equipment will pass to Purchaser at the shipping point, unless otherwise agreed to via an express Incoterm set forth herein. Title to the Equipment will remain with Henkel until Henkel has received all payments due under this Agreement with respect to such Equipment. Henkel retains, and Purchaser acknowledges and grants to Henkel, a purchase money security interest in and to all such Equipment and proceeds thereof, until Henkel has received payment in full for such Equipment. Purchaser hereby authorizes Henkel or its representatives to file any financing statements and provide such other notices of the foregoing security interest as Henkel may deem reasonably necessary or appropriate.
6. Henkel may modify the specifications of the Equipment at any time upon written notice to Purchaser.
7. The Equipment described herein shall be installed by and at the expense of Purchaser unless otherwise agreed in a writing signed by an authorized representative of Henkel upon terms negotiated in writing in each instance. Henkel shall have no responsibility or liability for Purchaser's installation or to Purchaser's end user or any third party. Henkel's recommendations and instructions relating to the Equipment, including its use alone or in combination with goods or other equipment, are based upon information believed to be reliable, but Henkel makes no warranty or guarantee of results and assumes no obligations or liability with respect thereto. Purchaser is responsible for designing and conducting all testing to determine whether any Equipment is appropriate for its application. Any recommendations or instructions from Henkel are not intended to suggest operations that would infringe or not infringe, as the case may be, any patents belonging to third parties, and Henkel assumes no liability or responsibility for infringement of any such patents. Henkel may, without liability to Purchaser of any kind, decline to continue deliveries of any Equipment, the manufacture, sale, or use of which, in Henkel's opinion, would infringe any such patent now or hereafter issued.
8. When material is furnished by Purchaser, Henkel shall in no event be liable for damage to such material except to the extent caused by Henkel's own gross negligence, and in such case subject to the limitations of liability set forth herein. Henkel is to be fully reimbursed by Purchaser for extra or wasted work and cost of replacement incurred because of defective material supplied by Purchaser. Henkel shall have no responsibility for the suitability of any Purchaser-furnished designs, drawing, and/or specifications for the application intended or otherwise.
9. Purchaser shall indemnify, defend, and hold harmless Henkel, its affiliates, and its and their officers, directors, employees, agents, successors, and assigns from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, fees and the costs of enforcing any right to indemnification under this Agreement and the cost of pursuing any insurance providers, suffered in connection with (i) Purchaser's breach of these terms, (ii) material supplied by Purchaser, (iii) Purchaser's installation or use of the Equipment, and (iv) any intellectual property rights infringement caused by Purchaser's or its end user's use of the Equipment or otherwise.
10. Purchaser shall not make to the Equipment any repairs, replacements or alterations unless Purchaser has received Henkel's prior written consent. Any such action by Purchaser may void the warranty or certifications, if any, provided by Henkel.



11. Products manufactured or created by a third party, including, without limitation, software ("**Third-Party Products**"), may constitute, contain, be contained in, be incorporated into, be attached to, or be packaged together with, the Equipment. Third-Party Products are not covered by any warranty from Henkel. **HENKEL MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ANY THIRD-PARTY PRODUCT, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY WARRANTY OF TITLE OR NONINFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL OF WHICH ARE HEREBY EXPRESSLY DISCLAIMED WHETHER OR NOT THE EXPRESS WARRANTY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE.**
12. LIMITED WARRANTY
  - a. Henkel warrants that at the time of shipment the Equipment:(i) will conform to Henkel's published specifications for the Equipment; (ii) will be free from defects in material and workmanship for a period of twelve (12) months from date of delivery when used under normal use and operating conditions; and (iii) will be free and clear from any security interest or any other lien or encumbrance except as may arise between Purchaser and Henkel.
  - b. Henkel will, at its discretion, and as Purchaser's sole remedy, either repair, replace, or refund the cost of any Equipment, which fails to comply with the warranty stated herein. After any warranted item has been corrected or replaced, this warranty shall continue with respect to it only for the balance of the original warranty period.
  - c. Any warranty given by Henkel shall not apply to:
    - i. Equipment or parts not manufactured by Henkel, all which are subject to the warranty terms of the manufacturer thereof, and the same are warranted only in accordance with the terms thereof;
    - ii. Any consumable items;
    - iii. Use of the Equipment in a manner other than as designed or as recommended by Henkel in the latest operation and maintenance manuals;
    - iv. Use of the Equipment or in conjunction with equipment or chemicals not supplied by Henkel;
    - v. Changes to the Equipment, including chemical process changes;
    - vi. Infringement warranties when Henkel has followed a design or instruction given by Purchaser.
  - d. **HENKEL MAKES NO OTHER REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE EQUIPMENT, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY WARRANTY OF TITLE OR NONINFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL OF WHICH ARE HEREBY EXPRESSLY DISCLAIMED WHETHER OR NOT THE EXPRESS WARRANTY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE.**
  - e. This limited warranty is personal to Purchaser unless otherwise agreed to in writing by Henkel.
13. All delivery dates provided by Henkel are estimates only and do not represent a confirmation of the delivery date for the Equipment. Henkel's only obligation with respect to delivery dates is to use commercially reasonable efforts to meet such dates. Henkel shall not be liable for any delays, loss, or damage in transit. Unless otherwise agreed in writing by the parties, Henkel will deliver the Equipment to Henkel's location (the "**Delivery Point**") using Henkel's standard methods for packaging and shipping such Equipment. Purchaser will take delivery of the Equipment upon Henkel's written notice that the Equipment has been delivered to the Delivery Point. Purchaser is responsible for all loading costs and providing equipment and labor reasonably suited for receipt of the Equipment at the Delivery Point. All deliveries made to public carriers are made subject to the terms of such carrier's bill of lading and tariffs, and the carrier will be deemed the Purchaser's agent irrespective of the terms of sale. Henkel may, in its sole discretion, without liability or penalty, make partial shipments of Equipment to Purchaser. Each shipment will constitute a separate sale, and Purchaser must pay for the units shipped whether such shipment is in whole or partial fulfillment of Purchaser's purchase order. If for any reason Purchaser fails to accept delivery of any of the Equipment on the date fixed pursuant to Henkel's notice that the Equipment has been delivered at the Delivery Point, or if Henkel is unable to deliver the Equipment at the Delivery Point on such date because Purchaser has not provided appropriate instructions, documents, licenses or authorizations, then (a) risk of loss to the Equipment passes to Purchaser; (b) the Equipment is deemed to have been delivered; and (c) Henkel, at its option, may store the Equipment until Purchaser picks it up, whereupon Purchaser is liable for all related costs and expenses (including, without limitation, storage and insurance). The Equipment or part thereof shall be deemed accepted by Purchaser unless written notice specifying all claimed defects, damages, shortages, or nonconformities is received by Henkel within ten (10) days of delivery of said Equipment; provided, however, that Purchaser shall retain all rights to make warranty claims hereunder.
14. Henkel shall not be liable or responsible, nor be deemed to have defaulted or breached this Agreement, for any delay in or failure of performance to the extent due to causes which are beyond its reasonable control and not reasonably foreseeable and avoidable, including, but not limited to, an act of governmental or military authority; war; invasion or hostility (whether war is declared or not); terrorist threat or act, riot, or other civil unrest; national emergency; revolution; insurrection; epidemic; pandemic; strike, lockout or other labor dispute or shortage; restraint or delay affecting a carrier; inability or delay in obtaining a supply of adequate or suitable material, including without limitation, raw material costs and other procurement on terms acceptable to Henkel; catastrophic "act of God," including, without limitation, fire, earthquake, flood, disaster and accident; telecommunication breakdown or power outage; and embargo, import quota or other import restriction. If any such contingencies occur, Henkel may, without liability to Purchaser of any kind, keep its available supply of any Equipment for its own uses or distribute it among its customers upon such basis and in such manner as Henkel deems fair and practicable. Purchaser may not cancel because of delays for such reasons. Any added expenses incurred by Henkel because of delays in receipt of details, specifications, and other pertinent information, or because of changes requested by Purchaser, shall be chargeable to Purchaser.
15. Once placed, an order by Purchaser may not be cancelled without the prior written consent of Henkel and payment to Henkel of reasonable cancellation charges determined by Henkel.



16. Purchaser shall inform Henkel if a purchase order involves a government contract.
17. If on-site service is not included in the mutually-executed equipment sales agreement or order for, it can be purchased separately or by amended order based on the current Service Rate Schedule. If on-site startup assistance is purchased, all Purchaser responsibility items must be completed prior to engaging Henkel's startup support. The service date must be confirmed at least five (5) weeks in advance. If airfare is already purchased upon confirmation, service rescheduling could add extra cost to Purchaser.
18. **HENKEL WILL NOT BE LIABLE DIRECTLY OR INDIRECTLY TO PURCHASER OR ANY THIRD PARTY FOR INCIDENTAL, SPECIAL, PUNITIVE, INDIRECT OR CONSEQUENTIAL OR OTHER SIMILAR DAMAGES ARISING OUT OF OR RELATING TO THE EQUIPMENT OR THIS AGREEMENT INCLUDING BUT NOT LIMITED TO INTERRUPTION OF BUSINESS, LOSS OF REVENUE, LOSS OF PROFIT, LOSS OF USE, LOSS OF DATA, DIMINUTION IN VALUE, COSTS ASSOCIATED WITH ANY RECALL OF GOODS OR PRODUCTS INTO WHICH SUCH GOODS ARE INCORPORATED, WHETHER OR NOT ANY EXPRESS WARRANTY FAILS OF ITS ESSENTIAL PURPOSE, AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT HENKEL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL HENKEL'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER THEORY OF LIABILITY, EXCEED THE TOTAL OF THE AMOUNTS PAID TO HENKEL FOR THE EQUIPMENT THAT IS THE SUBJECT OF THE APPLICABLE CLAIM. ALL CLAIMS AGAINST HENKEL MUST BE BROUGHT WITHIN ONE YEAR AFTER THE CAUSE OF ACTION ARISES, AND PURCHASER EXPRESSLY WAIVES ANY LONGER STATUTE OF LIMITATIONS.**
19. In the event a non-disclosure agreement countersigned by Purchaser and Henkel exists now or in the future, said agreement will control over the terms of this section for the duration of such agreement. All non-public, confidential or proprietary information of Henkel, including but not limited to specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts or rebates, disclosed by Henkel to Purchaser, 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 use of performing this Agreement and may not be disclosed or copied unless authorized in advance by Henkel in writing. Upon Henkel's request, and at Henkel's option, Purchaser will return or destroy in compliance with all applicable laws all tangible and electronic originals, reproductions, or derivatives, in any form or format, of Henkel's materials. Henkel is entitled to seek injunctive relief for any violation of this section, without the necessity of having to post a bond. This section does not apply to information that: (a) is or becomes generally available to the public other than as a result of disclosure by Purchaser in breach of this Agreement; (b) was available to Purchaser on a non-confidential basis prior to its disclosure by Henkel; or (c) is obtained by Purchaser from a third party with a valid right to disclose it.
20. All right, title, and interest in and to any software provided with or embedded in the Equipment or Third-Party Products, including all intellectual property rights therein, are and will remain, respectively, with Henkel and the rights holders in the Third-Party Products. Purchaser has no right or license to any Equipment, including any software contained therein, or Third-Party Products except as expressly granted under this Agreement or the applicable third-party license, and subject to the requirements and restrictions set forth in this Agreement. Purchaser hereby unconditionally and irrevocably assigns to Henkel its entire right, title, and interest in and to any intellectual property rights that Purchaser may acquire in or relating to any of the Equipment (including any rights in derivative works or patent improvements relating thereto), whether acquired by operation of law, contract, assignment, or otherwise.
21. All notices required or permitted under this Agreement must be in writing and shall be deemed to have been duly given when delivered in person, by certified mail, return receipt requested, or by overnight courier, with copy by email if provided below, to the address appearing herein for each party, or to such other address as either party may designate in writing from time to time, with a copy to Henkel to Henkel Corporation, Attn: General Counsel, One Henkel Way, Rocky Hill, CT 06067.
22. Purchaser's rights or obligations hereunder may not be assigned in whole or in part without Henkel's prior written consent. This Agreement is binding upon, and will inure to the benefit of, the parties and their respective successors and permitted assigns.
23. No waiver by Henkel of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by Henkel. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement operates, or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power, or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.
24. Purchaser acknowledges that the Equipment and any related services and technology (collectively the "Deliverables") are subject to U.S. export controls and economic sanctions laws and regulations and Purchaser shall comply with all such applicable laws and regulations, including the Export Administration Regulations ("EAR"), the International Traffic in Arms Regulations ("ITAR"), and regulations promulgated by the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC"). Purchaser also specifically shall not, directly or indirectly, export, re-export, retransfer, or allow use of the Deliverables to, in, by, or for sanctioned, embargoed, or prohibited countries, persons, or end uses, unless authorized by the U.S. Government. Purchaser understands that countries sanctioned or embargoed by the United States include, but are not limited to, Cuba, Iran, North Korea, and the Crimea, Donetsk, and Lugansk regions of Ukraine. Purchaser further understands that persons subject to U.S. sanctions, embargoes, or other prohibitions include, but are not limited to, individuals or entities identified on or in the U.S. Department of Commerce's Denied Persons List, Unverified List, or Entity List; the U.S. Department of State's Nonproliferation Sanctions determinations or Debarred List; or the U.S. Department of the Treasury's Specially Designated Nationals List.



25. If any term or provision of this agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.
26. All matters arising out of or relating to this agreement are governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Delaware. The provisions of the United Nations Convention on the International Sale of Goods will not apply to this Agreement.

***Updated April 2026***