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INDUSTRIAL LAMINATES/NORPLEX, LLC
STANDARD TERMS AND CONDITIONS OF SALE

Effective June 15, 2026

1. INTRODUCTION

Unless and to the extent that a separately negotiated contract executed between the parties is cited on purchaser's ("**Customer**") purchase order ("**Order**"), the following conditions govern the sale of goods ("**Goods**") by Industrial Laminates/Norplex, LLC ("**ILN**") to the Customer. These terms and conditions of sale along with ILN's acknowledgment, shipping documents and invoice ("**Invoice**") are collectively referred to herein as the "**Terms and Conditions.**" No change, addition, or waiver of the terms, conditions, and specifications contained herein shall be binding on ILN unless approved in writing by ILN's authorized representative.

By acceptance of the Goods, Customer shall be conclusively deemed to have agreed to these Terms and Conditions. ILN's automated order acknowledgments, if any, do not constitute ILN's acceptance. ILN does not waive any term in these Terms and Conditions if it fails to object to provisions appearing on, incorporated by reference in, or attached to Customer's Order, credit application or other communications from Customer, except as provided below, and ILN expressly rejects such provisions. If Customer does not agree to these Terms and Conditions, Customer should reject the Goods upon delivery and contact ILN for shipping instructions to return the Goods.

Any additional or different terms contained in any documents furnished by Customer are deemed material and ILN objects to and rejects them. Any such additional or different terms are effective only if in writing and signed by an authorized representative of ILN. Specifically, Customer's Order is reviewed solely for the limited purpose of identifying the Goods ordered, quantities, requested delivery location, and billing information.

If Customer and ILN have a negotiated supply agreement, the specific terms of that supply agreement will be controlling and supersede any inconsistent language herein. Otherwise, these Terms and Conditions constitute the entire agreement of ILN and Customer with respect to the subject matter contained herein and supersede all other understandings or agreements, both written and oral, with respect to the subject matter.

2. TERMS OF PAYMENT AND PRICES

Payments shall be made in accordance with provisions contained in the applicable Invoice. If Customer disputes ILN's Invoice, or any portion thereof, Customer will notify ILN within ten (10) business days of the applicable Invoice issue date. Customer's failure to provide notification within said period shall be deemed acceptance of such Invoice by Customer. ILN and Customer will use all reasonable efforts to resolve invoice

disputes expeditiously. Notwithstanding any invoice disputes, Customer shall promptly remit payment for Invoices, or portions thereof, not in dispute.

Based on ILN's reasonable judgment, if Customer's financial condition at the time the Goods are ready for shipment does not justify the stated terms, ILN may, at its option, require full or partial payment in advance of shipment or require Customer to obtain an irrevocable letter of credit in favor of ILN from an issuer acceptable to ILN. Terms of payment by Customer, as hereinabove set forth, are of the essence of this agreement, and in the event of failure by Customer to make any payment when due, ILN may decline to make further shipments until such default is cured. Alternatively, ILN may elect to continue making shipments despite the continuance of such default, but such election by ILN shall in no way constitute a waiver of such default nor affect ILN's legal remedies therefor. Prices are in U.S. Dollars and are firm. All amounts past due shall bear interest at the rate equal to the lesser of (i) 1.5% per month or (ii) the maximum rate allowed by applicable law. Customer shall pay all costs associated with collection, including attorneys' fees.

3. SHIPMENTS

Shipment dates are estimates only and not guaranteed. ILN may deliver in installments, unless expressly stipulated otherwise on the applicable Invoice. All such installments shall be separately invoiced. Delay in one installment does not relieve Customer of its obligation to accept other installments. Customer's acceptance of late deliveries of Goods shall constitute a bar to a claim of late delivery.

Unless otherwise stated on the Invoice, Goods are delivered FCA ILN facility, Postville, Iowa (Incoterms® 2020). In the event ILN is to pay freight, ILN shall have the right initially to designate the means of transportation and routing, but in the event Customer desires a different means of transportation or routing, Customer shall pay any extra cost involved. Customer shall pay to ILN any increase in freight charges for shipment of the Goods imposed subsequent to the date hereof. Customer or Customer's customer shall insure the Goods described herein (if sold for shipment outside the United States) on behalf of ILN until arrival of such Goods at the port of destination, and ILN shall be named as a loss payee or the proceeds of such insurance shall be assigned to ILN.

Customer assumes full responsibility, including reporting and payment of all taxes, tariffs, duties and clearance expenses, or other governmental charges arising out of, levied or based upon, or in connection with the sale or shipment of the Goods herein described, including, but not limited to, state and local privilege, sales and use, or excise taxes based on gross revenue or any taxes or amounts in lieu thereof paid or payable by ILN in respect to this transaction, exclusive, however, of taxes paid on net income. ILN's Invoice may include any such taxes and any expense incurred by ILN in shipping the Goods to the destination specified by Customer.

4. EXTENDED DELIVERY PURCHASE ORDERS

- 4.1 Scope of Application.** This Section 4 applies to any Purchase Order acknowledged by ILN where the requested delivery date falls more than ninety (90) calendar days after the date of ILN's written acknowledgment of the Purchase Order (each, an "Extended Delivery Order"). ILN may, in its commercially reasonable discretion, accept Extended Delivery Orders subject to the pricing adjustment rights set forth herein.
- 4.2 Production Lock Date.** ILN shall lock the production schedule for each Extended Delivery Order no later than sixty (60) calendar days prior to the confirmed delivery date (the "Production Lock Date"). Once the Production Lock Date has been reached, the order shall be treated as in-production and the pricing adjustment right set forth in Section 4.3 shall no longer apply to that order.

- 4.3 Pricing Adjustment Right.** Prior to the Production Lock Date, ILN may adjust the unit price of any Goods covered by an Extended Delivery Order to reflect increases in raw material, freight, tariff, or regulatory costs incurred or reasonably anticipated by ILN. Upon Customer's written request, ILN will provide a good-faith summary of the cost categories giving rise to the adjustment.
- 4.4 Notice of Price Adjustment.** ILN shall provide Customer with written notice of any price adjustment under this Section 4 at least thirty (30) calendar days prior to the scheduled shipment date. Such notice shall state the revised unit price and the effective shipment date to which it applies. ILN's Invoice for the adjusted order shall reflect the revised unit price as stated in the notice. Notices under this Section 4 may be given by email to the Customer's email address on record, notwithstanding Section 10 (Notices).
- 4.5 Customer Election Upon Notice.** Upon receipt of a price adjustment notice under Section 4.4, Customer shall have fifteen (15) calendar days to notify ILN in writing that it elects to cancel the affected Extended Delivery Order. If Customer timely delivers written notice of cancellation, the order shall be canceled with no cancellation fee assessed under Section 6.6, provided that production has not yet commenced as of the date ILN receives Customer's cancellation notice. If Customer fails to deliver written notice of cancellation within the fifteen (15) calendar day election period, Customer shall be deemed to have accepted the revised price and shall be obligated to take delivery of and pay for the Goods at the adjusted price stated in ILN's notice.
- 4.6 Relationship to Section 2.** Except as expressly modified by this Section 4, all other payment and pricing terms in Section 2 (Terms of Payment and Prices) of these Terms and Conditions shall remain in full force and effect.

5. INSPECTION; CLAIMS; SHORTAGES AND DISPUTES

- 5.1 Inspection and Claims upon Receipt.** Customer shall inspect all Goods promptly upon receipt, and in no event later than two (2) business days after receipt, including verification of quantity, condition, and accompanying documentation. Customer must give ILN written notice of any claim, with supporting documentation, within the applicable period set forth below, after which the affected Goods shall be conclusively deemed accepted and the claim waived:
- Shortage, damage, or loss in transit: noted on the bill of lading or delivery receipt at the time of delivery and reported to ILN in writing, with photographs included, within five (5) business days of delivery.
 - Nonconformance (quality / COA issues): reported to ILN in writing within thirty (30) days of delivery where Customer believes the Goods do not conform to the applicable Certificate of Analysis.

For any claim, Customer shall provide supporting documentation and allow ILN a reasonable opportunity to inspect or test the Goods. Failure to give timely notice in accordance with this Section 5.1 shall constitute acceptance of the shipment as delivered and a waiver of the claim.

- 5.2 Exclusions from Claims.** The following shall not constitute valid claims:
- Quantity differences within the acceptable variance ranges set forth in these Terms and Conditions; and
 - Conditions resulting from improper handling, storage, transfer, or use after delivery.
- 5.3 No Cancellation or Offset.** Customer may not reject, cancel, delay payment, or offset any Invoice based on (a) pending claims or disputes, (b) alleged shortages within acceptable variance, or (c) unverified or disputed nonconformance. All such matters shall be resolved in accordance with this Section and the Limitation of Damages provisions (Section 11).

- 5.4 Exclusive Remedy.** Customer's exclusive remedy for any valid and timely claim shall be, at ILN's option, (a) replacement of non-conforming Goods, or (b) issuance of a credit for the affected portion of the Goods.
- 5.5 Return of Goods.** No Goods may be returned without ILN's prior written authorization. Approved returns must follow ILN's instructions and may be subject to handling, restocking, or disposal charges. Cost of shipping defective Goods not approved for return will be borne by Customer.
- 5.6 Duty to Mitigate.** Customer shall take all reasonable steps to mitigate any alleged loss, including proper storage and segregation of affected Goods.
- 5.7 Cooperation.** Customer agrees to reasonably cooperate with ILN in any investigation, including providing samples, documentation, and access to relevant records.

6. ORDER CANCELLATIONS AND CHANGES

- 6.1 Order Commitment.** Orders shall be deemed firm and non-cancellable upon issuance of an order confirmation by ILN, except as otherwise expressly provided herein. An Order may also be deemed firm and non-cancellable once ILN has committed inventory, scheduled production or loading, issued pick confirmation, or secured transportation, as determined by ILN's internal systems and records.
- 6.2 Cancellation for Cause.** Customer may only cancel an Order in the event of ILN's material breach that remains uncured by ILN for ninety (90) days following written notice by Customer.
- 6.3 Convenience Cancellation.** Customer may request cancellation of an accepted Order for convenience only if: (i) ILN receives written notice more than five (5) working days before production was scheduled to begin; (ii) the Order does not require any specific raw materials that cannot otherwise be utilized in a reasonable time, as determined by ILN in its sole reasonable discretion; and (iii) ILN confirms the cancellation in writing to Customer.
- 6.4 U.S. Government Contracts.** If the Goods herein described are to be used in the performance of a U.S. Government contract or subcontract, and the U.S. Government terminates for convenience the prime contract in whole or in part, Customer may terminate this agreement in the same proportions, and the liability of Customer for termination allowance shall be determined in accordance with the applicable sections of the Federal Acquisition Regulations or the equivalent then applicable to termination of contracts, such termination allowance in this instance to be paid to ILN within thirty (30) days of such termination by Customer.
- 6.5 Non-Cancelable Orders.** Orders for custom, made-to-order, non-standard, or specially procured Goods are non-cancelable once raw materials have been committed, production has commenced, or supplier orders have been placed.
- 6.6 Late Cancellation Costs.** If Customer cancels an Order after the applicable cancellation window, Customer shall remain responsible for all reasonable and documented direct and indirect costs incurred by ILN, including, without limitation, up to a 100% restocking fee, in ILN's sole discretion; handling, loading, or packaging charges; freight, dead freight, demurrage, detention, or other logistics-related charges; costs incurred from third-party suppliers or logistics providers; and disposal or downgrade costs. Additionally, ILN may assess a minimum 10% reasonable administrative cancellation fee per Order to cover internal processing and scheduling impacts.
- 6.7 Changes to Order / Product Changes.** Any changes to an Order, including, without limitation, specifications, quantities, pricing, delivery dates, packaging, shipment method, or ship-to location, must be approved in writing by ILN. At ILN's discretion, such changes may be treated as a cancellation and re-order for purposes of this Section and subject to applicable cancellation

windows and charges. When applicable, any price discounts based on quantity (including exact lot multiples) will be reviewed and adjusted as necessary in ILN's sole discretion. Unless otherwise expressly agreed in writing by ILN, ILN shall retain the unilateral right to alter raw materials used in producing Goods for Customer without notice to, or consent from, Customer, so long as the Goods produced by ILN conform to any expressly agreed-upon specifications within the applicable Order.

- 6.8 No Waiver.** Acceptance of a cancellation request shall not constitute a waiver of ILN's rights under these Terms and Conditions unless expressly agreed in writing.
- 6.9 Safety and Regulatory Constraints.** Notwithstanding the foregoing, ILN reserves the right to restrict or deny cancellation or changes where necessary to comply with applicable safety, regulatory, or product stewardship obligations.

7. QUANTITY; SUPPLIED MATERIALS; WEIGHT AND VOLUME VARIANCE

Due to normal manufacturing, packaging, and transportation practices, including but not limited to scale tolerances, temperature variations, and handling conditions, the quantity of Goods delivered may vary from the quantity specified in the applicable Order or ILN's Invoice. Such variations shall not be considered non-conforming, and Customer agrees to accept any quantities shipped under this acknowledgment which do not vary by more than ten percent (10%) from the agreement amount and to pay for such quantities at the agreement price. All quantities shall be determined based on ILN's or its suppliers' certified weights or measurements at the point of shipment by ILN, which shall be deemed final and conclusive absent manifest error proven by Customer.

When ILN is to produce Goods utilizing Customer-supplied materials, Customer warrants that all materials comply with the specifications agreed upon by the Customer and ILN in writing. Furthermore, the Customer agrees to have materials fully available to ILN forty-eight (48) hours before production is scheduled to begin, and a commercially reasonable allowance for startup and production yield loss is to be included.

Customer waives any claim, rejection, price adjustment, or offset based solely on quantity variations within the acceptable ranges set forth above.

8. FORCE MAJEURE

ILN shall not be liable for damages caused by delays in shipment or delivery resulting from circumstances ILN has no reason to expect, or control over, including, without limitation, supplier delay or failure, raw material shortage, manufacturing disruption, transportation shortage, port congestion, vessel delay, rail or trucking disruption, utility interruption, cyberattack, labor shortage, inability to obtain materials or transportation on commercially reasonable terms, allocation or restrictions imposed by ILN's suppliers, act of God, flood, pandemic, quarantines, fire, earthquake, explosion, war, invasion, hostilities, terrorist threats or acts, riots, civil unrest, government order or law, embargoes or blockades, national or regional emergency, strikes, labor stoppages or slowdowns, or other industrial disturbances (a "Force Majeure"). ILN shall advise Customer within a reasonable period as to the occurrence of the Force Majeure and the period of time it is expected to impact shipments. In such event, ILN may, at its option, make deliveries ratably with reference to itself and all its customers. Customer's lack of financial ability to pay for the Goods shall never excuse Customer's performance of its obligations.

9. TAXES

To the extent pricing for Goods does not include taxes or duties on the sale, transportation, delivery, storage, use, processing, or consumption of Goods, including, without limitation, federal, state, or municipal excise, sales, use, or value-added taxes or import duties (excluding taxes based solely upon ILN's gross income), any such taxes and duties that become due and owing will be paid by Customer. ILN reserves the

right to add any such tax obligation to the price of Goods. Customer shall reimburse ILN upon demand for any such taxes, duties, or similar charges that ILN is required to pay or collect.

10. NOTICES

Notices or non-routine communications between the parties, other than purchase orders, must be sent in writing via prepaid overnight courier service and are effective upon receipt by the party to which notice is given. Notices shall be addressed to the following respective addresses of the parties, or such other addresses as the parties may designate by notice from time to time:

If to ILN: The address indicated on ILN's Invoice or the following address: Industrial Laminates/Norplex, LLC, 665 Lybrand St., POB 977, Postville, IA 52162 – 0977.

If to Customer: To Customer's address on its purchase order.

11. LIMITATION OF DAMAGES

NOTWITHSTANDING ANYTHING IN THESE TERMS AND CONDITIONS TO THE CONTRARY, IN NO EVENT WILL ILN BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR INDIRECT DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS OR REVENUES OR USE, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. ILN'S LIABILITY FOR DAMAGES ARISING OUT OF OR RELATED TO THESE TERMS AND CONDITIONS AND THE TRANSACTIONS ARISING OUT OF CUSTOMER'S PURCHASE ORDER SHALL NOT EXCEED THE INVOICE PRICE OF NON-CONFORMING GOODS. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THESE LIMITATIONS AND EXCLUSIONS WILL APPLY REGARDLESS OF WHETHER LIABILITY ARISES FROM BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE), BY OPERATION OF LAW, OR OTHERWISE. THESE EXCLUSIONS OF DAMAGES SHALL BE DEEMED INDEPENDENT OF, AND SHALL SURVIVE, ANY FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY UNDER THESE TERMS AND CONDITIONS.

12. LIMITED WARRANTY

ILN warrants that the Goods will be free from defects in material and workmanship. Customer must give ILN written notice of any claim under this warranty within the applicable period and in the manner set forth in Section 5.1, and Customer's sole and exclusive remedy for breach of this warranty shall be as set forth in Section 5.4 (repair, replacement of non-conforming Goods, or issuance of a credit for the affected portion of the Goods, at ILN's option). This warranty applies only to Goods that have been handled, stored, transported, and used in accordance with applicable specifications, the Safety Data Sheets, and accepted industry practices, and does not apply to any defect or condition arising after risk of loss has passed to Customer.

EXCEPT FOR THE LIMITED WARRANTY EXPRESSLY SET FORTH ABOVE, ILN MAKES NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND CUSTOMER ASSUMES ALL RISK AS TO THE RESULT OF GOODS PURCHASED, WHETHER USED SINGLY OR IN COMBINATION WITH ANY OTHER SUBSTANCE.

Specifically, without limitation, ILN is not providing engineering, formulation, design, regulatory, process-safety, application, or end-use consulting services. Any product information, samples, suggested uses, technical data, or similar information provided by ILN is furnished for Customer's independent evaluation only and does not constitute a warranty, specification, representation, or approval of Customer's intended use, process, product, or application.

13. COMPLIANCE

ILN and Customer agree that the Goods purchased shall be produced, stored, shipped, received, and used without violation of any applicable foreign or domestic treaty, law, order, regulation, code, or ordinance properly imposed upon the parties or this transaction.

Product Stewardship and Regulatory Compliance. ILN shall provide Safety Data Sheets and other documentation with each Order as required by applicable law. Customer agrees to comply with all applicable environmental, health, and safety laws and regulations and to ensure that all personnel handling the Goods are appropriately trained. Customer shall use, handle, store, transport, and dispose of the Goods in accordance with applicable laws and accepted industry practices and shall provide appropriate hazard communication documentation to downstream users where required.

Environmental, Health, and Safety. Both parties agree to handle Goods safely and in compliance with applicable laws and commercially appropriate distribution practices.

Business Ethics and Responsible Sourcing. Customer agrees to strictly comply with all applicable laws and regulations and commercially acceptable labor practices in its operations.

14. EXPORT CONTROL, FOREIGN TRADE, ANTI-BRIBERY, AND CUSTOMS REGULATIONS COMPLIANCE

Customer represents and warrants that, in all of its actions arising out of or related to these Terms and Conditions, it will strictly comply with all applicable import and export control laws and regulations, including, without limitation, the United States Export Administration Regulation, the United States Office of Foreign Assets Control Regulations, the United States Foreign Trade Regulations, and all applicable anti-bribery and anti-corruption laws and regulations, including any laws prohibiting improper payments, gifts, or other benefits to government officials or other persons and will retain documentation evidencing such compliance.

ILN and Customer acknowledge that there has not been and will not be any payment, gift, compensation, commitment, or other form of inducement offered or provided to anyone, other than as specifically described herein, to submit, permit, promote, accept, or obtain this Order. Customer will obtain all import, re-export, and other approvals and licenses required for Goods, transfers, services, and technical data delivered, and will retain documentation evidencing compliance with such laws and regulations.

Customer represents and warrants that neither Customer nor any recipient, end user, destination, or intended use of the Goods is subject to sanctions, embargoes, denied-party restrictions, restricted-party lists, or prohibited end-use restrictions under applicable U.S. or other trade control laws. Customer shall not export, re-export, transfer, sell, or use the Goods in violation of such laws.

Customer agrees to indemnify and hold ILN harmless from any fines, penalties, losses, damages, costs, or other liability imposed by any government agency or otherwise arising from any failure of Customer to strictly comply with such laws and regulations.

15. INTELLECTUAL PROPERTY; CONFIDENTIALITY; AI USAGE

If the Goods herein described are to be manufactured by ILN based on specifications, drawings, or materials furnished by Customer, Customer agrees to indemnify and hold harmless ILN, its successors and assigns, against any and all loss, damage, or injury arising out of a claim or suit for alleged infringement of any letters patent or trademark granted by the United States or any foreign government relating to the Goods herein described. Customer agrees that in such event it will assume the defense of any and all such suits and pay all costs and expenses incidental thereto. Patents and trademarks owned by ILN are the exclusive property of ILN, and no license is granted in conjunction with this agreement.

These Terms and Conditions do not supersede any confidentiality agreement executed by Customer and ILN that otherwise applies to the Goods or other information delivered in connection therewith. In the absence of such confidentiality agreement, Customer may use ILN's proprietary and/or confidential information ("Proprietary Information") only in relation to the use of the Goods by Customer or for purposes directly relating to these Terms and Conditions.

For purposes of these Terms and Conditions, "Proprietary Information" shall mean any business records, technical information, or data of any kind including, but not limited to, all financial information, costs, quotations, price lists, designs, specifications, or drawings, which have been disclosed by ILN, or any other information expressly marked as "Confidential" or "Proprietary" by ILN or any of its suppliers.

Proprietary Information shall remain the sole and exclusive property of ILN. Customer may not disclose Proprietary Information to any third party without ILN's prior written consent, unless required by law. Specifically, ILN retains all right, title, and interest in and to its formulas, specifications, technical data, know-how, trade secrets, documentation, product information, supplier information, trademarks, business methods, and other intellectual property, whether existing before or developed independently of any Order. No sale of Goods transfers to Customer any intellectual property right of ILN except the limited right to use the Goods as permitted by these Terms and Conditions. Customer shall not reverse engineer, deconstruct, analyze for replication, or otherwise attempt to derive the composition, formulation, manufacturing process, or source of any Goods except to the extent expressly required by applicable law.

Customer shall not, without the prior written consent of ILN, input, upload, transmit, or otherwise make available any Proprietary Information to any non-secure, non-enterprise-grade AI Technologies, including publicly available AI platforms that use the Proprietary Information for training purposes by default. "AI Technologies" means computer systems able to perform tasks or produce output normally requiring human intelligence by applying machine learning techniques to large collections of data.

16. CUSTOMER DATA & PRIVACY

ILN may collect, use, and retain business-related information provided by Customer, including but not limited to contact information, billing and shipping details, transaction records, and communications ("Customer Data"), for purposes including order processing, fulfillment, regulatory compliance, credit evaluation, customer service, and internal business operations. ILN will handle Customer Data in a manner consistent with applicable privacy and data protection laws and will implement reasonable administrative, technical, and organizational safeguards designed to protect such information against unauthorized access, disclosure, alteration, or destruction.

Customer Data does not include information that (a) is or becomes generally available to the public other than as a result of a disclosure, or any other act or omission, by ILN; (b) is or becomes available to ILN on a non-confidential basis from a source other than the Customer if such source is not known by ILN to be bound by a legal, contractual, or fiduciary obligation of confidentiality to Customer with respect to such information; (c) is already in ILN's possession or is independently developed by ILN without reliance on or use of any Customer Data; or (d) is required by law or regulation to be disclosed, but only to the extent and for the purposes of such required disclosure.

ILN may share Customer Data with third parties only as necessary to:

- Fulfill Orders (including carriers, logistics providers, and warehouses);
- Comply with legal or regulatory requirements; and
- Support business operations (including IT systems, accounting systems, credit agencies, and service providers).

ILN maintains reasonable safeguards designed to protect Customer Data against unauthorized access or disclosure. ILN does not sell personal information. Customer acknowledges and agrees that ILN may retain Customer Data for as long as reasonably necessary for business, legal, tax, and regulatory purposes.

17. INDEMNIFICATION

Customer shall defend, indemnify, and hold harmless ILN and its affiliates, and their respective officers, directors, managers, employees, agents, representatives, successors, and assigns, from and against all claims, demands, actions, losses, damages, liabilities, fines, penalties, costs, and expenses, including reasonable attorneys' fees, arising out of or relating to: (a) Customer's unloading, storage, handling, transportation, formulation, blending, processing, labeling, packaging, marketing, resale, distribution, use, disposal, or downstream transfer of the Goods; (b) Customer's failure to comply with applicable law or provide required hazard communication, SDS, labeling, product stewardship, export, customs, or regulatory information to downstream users; (c) Customer's combination of the Goods with other products or incorporation of the Goods into any product, process, or application; (d) Customer's breach of these Terms and Conditions; or (e) the negligence, willful misconduct, or omissions of Customer or its employees, agents, contractors, customers, or representatives, except to the extent finally determined to have been caused directly and solely by ILN's gross negligence or willful misconduct.

18. TRACEABILITY AND RECALL

In support of ILN's product stewardship and supply chain risk management programs, Customer shall maintain complete and accurate records sufficient to trace the lot numbers, quantities, shipment dates, storage locations, resale recipients, and downstream transfers of Goods for at least five (5) years after delivery or longer if required by applicable law. Customer shall promptly notify ILN, and in no event later than five (5) business days, after becoming aware of any incident, release, injury, regulatory inquiry, complaint, suspected nonconformance, or downstream claim involving the Goods. Upon written request by ILN, Customer shall reasonably cooperate with ILN in any investigation, corrective action, market withdrawal, recall, regulatory response, or customer notification involving the Goods.

19. RISK OF LOSS

The risk of loss or damage to Goods in transit, upon delivery to carrier at ILN's plant, or otherwise shall be in accordance with the applicable Incoterm pursuant to which the Order is shipped (see Section 3, Shipments). Except to the extent that risk of loss, damage to Goods in transit or otherwise, or liability of any kind is solely and directly caused by ILN's breach of its obligations hereunder, Customer assumes all liability arising out of compliance with any laws, rules, or regulations relating to any product or container therefor.

IN NO EVENT SHALL ILN BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, OR OTHER DAMAGES FROM ALLEGED NEGLIGENCE, BREACH OF WARRANTY, STRICT LIABILITY, OR ANY OTHER THEORY, ARISING FROM THE USE OR HANDLING OF THE GOODS IT SELLS.

In accepting the Goods, Customer shall be deemed to have declared itself familiar with the nature, hazards, and use of the Goods and their containers and shall assume all liability resulting from or in any way connected with the unloading, discharge, storage, handling, possession, use, and disposal of any product or container therefor, including but not limited to the use of such product or container alone or in combination with other substances, except any liability resulting directly and solely from ILN's gross negligence or willful misconduct.

20. TERMINATION

Without prejudice to other remedies available at law or in equity, ILN reserves the right to immediately terminate this Invoice and any other agreement with Customer should Customer fail to perform any obligation hereunder in a timely manner. ILN may also terminate this agreement if any proceeding under bankruptcy or insolvency laws is brought by or against Customer, or if a receiver for Customer is appointed or applied for, or if any assignment for the benefit of creditors is made by Customer, or if Customer's financial condition reasonably leads ILN to believe that Customer will be unable to pay for the Goods when due, and Customer is unable or unwilling to promptly provide ILN with any necessary assurances or guarantees that the Goods will be paid for when due.

21. WAIVER OF JURY TRIAL

EACH PARTY HEREBY KNOWINGLY, WILLINGLY, AND INTENTIONALLY WAIVES ITS RIGHT TO DEMAND A JURY TRIAL IN ANY ACTION OR PROCEEDING INVOLVING THIS AGREEMENT OR THE RELATIONSHIP CONTEMPLATED HEREBY. IN THE EVENT OF LITIGATION, THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO TRIAL BY THE COURT.

22. GOVERNING LAW, VENUE, AND JURISDICTION

All matters arising out of or related to these Terms and Conditions shall be governed by and construed in accordance with the internal laws of the State of Iowa, without giving effect to any choice or conflict of law provision (whether of the State of Iowa or any other jurisdiction). Jurisdiction for any legal suit, action, or proceeding related thereto or the transaction contemplated thereby shall be in Allamakee County, Iowa, or in the U.S. District Court in Cedar Rapids, Iowa.

The United Nations Convention on Contracts for the International Sale of Goods, 1980, and any successor thereto, shall not apply. In no event shall Customer commence any action arising out of the Order or the applicable Invoice between the parties later than one year after the cause of action has accrued. If Customer is organized outside the United States, to the extent that Customer or any of its property is or becomes entitled at any time to any immunity on the grounds of sovereignty or otherwise from any legal action, suit, or proceeding, or other legal process in any jurisdiction, Customer for itself and its property does hereby irrevocably and unconditionally waive, and agrees not to assert, plead, or claim, any such immunity with respect to its obligations, liabilities, or any other matters resulting from or arising under or in connection with these Terms and Conditions and/or the transactions arising out of Customer's Order.

23. SUCCESSORS AND ASSIGNS; ASSIGNMENT

These Terms and Conditions shall be binding upon ILN, Customer, and their respective successors and assigns. Notwithstanding the foregoing, Customer shall not assign any rights nor delegate any obligations under these Terms and Conditions in whole or in part, by operation of law or otherwise, without ILN's advance written consent. Any attempt by Customer to assign or delegate in violation of this Section will be void.

ILN may assign these Terms and Conditions, any Order, any Invoice, or any rights or obligations hereunder, in whole or in part, without Customer's consent, to any affiliate, successor, purchaser, or assignee in connection with any merger, consolidation, reorganization, sale of equity, sale of assets, financing transaction, or transfer of all or substantially all of ILN's business or assets.

24. WAIVER

The failure or delay of ILN to enforce any of the provisions of these Terms and Conditions shall not be construed to be a continuing waiver of any provisions hereunder, nor shall any such failure prejudice ILN's right to take any action in the future to enforce any provisions hereunder.

25. SEVERABILITY

If any term or provision of these Terms and Conditions is held to be invalid or unenforceable, such provision shall be construed as severable and shall not in any way render invalid or unenforceable the remainder of the provisions, which shall remain in full force and effect, and, in lieu of the invalid or unenforceable provision, there will be added as part of these Terms and Conditions one or more provisions as similar in terms as may be valid and enforceable under applicable law.

26. INDEPENDENT CONTRACTORS

Nothing contained herein shall be construed as creating between ILN and Customer any agency, partnership, joint venture, employment, or fiduciary relationship, and neither party shall have the authority to contract for or bind the other party.

27. SETOFF

Customer will not set off any amount, whether or not liquidated, against sums Customer asserts are due to Customer, Customer's parent, subsidiaries, affiliates, or other divisions or units under any transaction with ILN, whether under these Terms and Conditions or otherwise.

28. THIRD-PARTY BENEFICIARIES

Except as expressly provided to the contrary in these Terms and Conditions, the provisions of these Terms and Conditions are for the benefit of the parties hereto and not for the benefit of any third party.

29. MISCELLANEOUS

These Terms and Conditions may be amended or modified only in a writing, signed by authorized representatives for ILN and Customer, that specifically states it is amending these Terms and Conditions.

In the event of a dispute between the parties related to or arising out of these Terms and Conditions, Invoice terms, or otherwise, the prevailing party in such dispute (pursuant to a court decision which is not subject to appeal) is entitled to recover from the losing party all reasonable costs incurred, including any attorneys' fees and costs, court fees, appraisals, and expert witnesses, whether incurred at trial, in anticipation of trial, or on appeal.

All provisions of these conditions of sale that by their nature should apply beyond completion of Customer's Purchase Order—including, without limitation, Sections 11 (Limitation of Damages), 12 (Limited Warranty), 14 (Export Control), 15 (Intellectual Property; Confidentiality; AI Usage), 17 (Indemnification), 18 (Traceability and Recall), 19 (Risk of Loss), 22 (Governing Law), and 27 (Setoff)—will remain in force after the expiration or any termination of these Terms and Conditions.