

**Distrupol, LLC**  
**SALES TERMS AND CONDITIONS – US**

1. All quotations, offers, and tenders are made subject to the following conditions, and upon entering into an agreement with Distrupol, LLC (“SELLER”), the firm or company set forth on the face of SELLER’s order acknowledgement (“BUYER”) is deemed to have accepted these Sales Terms and Conditions - US (“Terms”) as an integral part of the agreement. Except as otherwise provided in these Terms or agreed by SELLER in writing, all other terms, conditions, representations, or warranties are excluded from any agreement between SELLER and BUYER. These Terms shall apply in respect of all agreements between the SELLER and BUYER for the purchase of product (“Product”) from the SELLER. Unless SELLER expressly agrees otherwise in writing, the SELLER’s order acknowledgement and these Terms prevail over any conflicting or additional terms or conditions stipulated or referred to by BUYER.
2. SELLER may withdraw its offers and quotations without notice at any time before an agreement between SELLER and BUYER comes into existence.
3. Cancellation of a BUYER’s purchase order and Product returned for credit shall not be accepted. A purchase order shall be deemed binding on the BUYER and open for acceptance by SELLER for the validity period specified therein, or if not specified therein, for a period of 180 days from the issue date. Unilateral cancellation by BUYER within such period shall not be valid.
4. SELLER will use reasonable endeavors to meet BUYER’s requested delivery dates, but delivery times are not guaranteed, and SELLER shall not be liable for any delays in deliveries. SELLER may deliver Product in installments, which shall be invoiced and paid for separately. SELLER reserves the right to deliver less or more than the quantity of Product ordered by up to 10%, and BUYER shall pay for the quantity actually delivered.
5. SELLER warrants that the Product will conform to the SELLER’s standard specifications. SELLER MAKES NO OTHER WARRANTY REGARDING FITNESS, QUALITY, OR PERFORMANCE OF THE PRODUCT. SELLER HEREBY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTIES RELATED TO SAMPLES. BUYER warrants that it has independently determined the suitability of the Product for BUYER’s use.
6. SELLER’s sole liability, and BUYER’s exclusive remedy, for Product that does not conform to SELLER’s warranties shall be, at SELLER’s option, the replacement of the non-conforming Product, or the refund of the purchase price of the non-conforming Product. SELLER will reimburse BUYER for any direct costs incurred by BUYER for shipping, storing, handling, or disposing of non-conforming Product done with SELLER’s prior approval.
7. IN NO EVENT SHALL SELLER’S TOTAL LIABILITY FOR ANY AND ALL LOSSES AND DAMAGES ARISING OUT OF THIS CONTRACT DUE TO ANY CAUSE WHATSOEVER (WHETHER SUCH CAUSE BE BASED ON NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE) EXCEED THE PURCHASE PRICE OF THE PRODUCT IN RESPECT TO WHICH SUCH CAUSE ARISES. IN NO EVENT SHALL SELLER BE LIABLE FOR DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY, SPECULATIVE, OR CONSEQUENTIAL DAMAGES, EVEN IF SELLER IS ADVISED OF SUCH DAMAGES.
8. Prices on SELLER’s order acknowledgement are subject to change and will be determined based on the date the Product is shipped. All prices exclude applicable taxes, excises, fees, surcharges, and other costs and expenses, which shall be itemized on each invoice from SELLER. BUYER shall pay all applicable taxes, excises, fees, surcharges, and other costs and expenses, with respect to the sale or transportation of the Product.
9. BUYER represents that it is not insolvent, as that term is defined in the Uniform Commercial Code (U.C.C.).
10. BUYER acknowledges that it has received and is familiar with SELLER’s labeling and literature concerning the Product, and BUYER agrees to forward such information to its employees, independent contractors, and others who handle and use the Product for BUYER.
11. BUYER will comply with all applicable laws, rules, and regulations pertaining to handling of the Product, as well as all applicable laws, rules, and regulations relating to competition, anti-corruption, anti-bribery, and data privacy. BUYER assumes all risks and liability arising out of its use, storage, handling, and resale of the Product.
12. BUYER agrees to defend, indemnify, and hold SELLER harmless against claims by any third party (including BUYER’s employees and customers) arising out of BUYER’s use, storage, handling, or resale of the Product.
13. BUYER shall confirm the accuracy of all shipments as to Product identity, quantity, and quality upon receipt, and BUYER waives all claims therefor unless made in writing and delivered to SELLER within ten (10) days after receipt of Product.
14. BUYER accepts SELLER’s point-of-shipment weights and measurements unless proven incorrect. On sales made F.O.B. delivered basis, no allowances for shortage or damage will be made by SELLER unless BUYER furnishes acknowledgement from the carrier that same occurred in transit. On all sales made F.O.B. SELLER’s plant or warehouse, BUYER will, in the event of loss or damage in transit, file its own claim with the carrier. Title and risk of loss to the Product shall transfer in accordance with the delivery terms. BUYER shall be liable for any demurrage or similar costs incurred to any delay not attributable to SELLER.

15. In no event shall BUYER be entitled to set off against any amount payable by BUYER in connection with the sale of Product hereunder any amount owed or allegedly owed by SELLER to BUYER arising from this transaction or any other transaction or agreement between BUYER and SELLER.
16. Neither BUYER nor SELLER shall be liable for any delay in performance or non-performance for any cause beyond the reasonable control of the party affected, whether or not foreseeable by the party affected. Except as otherwise provided herein, U.C.C. Section 2-615 shall govern the rights of both parties hereto in the event of such delay or non-performance.
17. If at any time the financial responsibility of BUYER, or the credit risk involved, shall become unsatisfactory to SELLER, SELLER may require cash or satisfactory security prior to subsequent shipments or deliveries hereunder or terminate any pending agreement between SELLER and BUYER. The election by SELLER to require such cash or security shall not affect the obligation of BUYER to take and pay for the contracted Product. BUYER agrees to pay all costs and expenses, including reasonable attorneys' fees, incurred by SELLER in the collection of any sum payable by BUYER to SELLER hereunder. The remedies set forth herein are in addition to any other remedies available to SELLER under the law or in equity.
18. If any of these Terms, conditions, clauses, or sub-clauses are found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability will not affect the other provisions of these Terms, which will remain in full force and effect, if the essential terms and conditions of this agreement remain valid, binding, and enforceable for each party.
19. A waiver by either party of any provision or condition set forth herein shall not be construed or deemed to be a waiver of any other provision or condition, nor a waiver of a subsequent breach of the same provision or condition, unless such waiver is expressed in writing and signed by the party to be bound.
20. These Terms apply whether or not they are attached to or enclosed with the Product. These Terms and SELLER's order acknowledgement constitute a final, complete, and exclusive statement of the entire contract related thereto, and no parol evidence, course of dealing, conduct, performance, or usage of the trade shall be relevant to supplement or explain it. Notwithstanding the terms set forth in BUYER's purchase order, these Terms constitute a counteroffer, acceptance of which is expressly limited to these Terms. These Terms supersede and replace all terms of BUYER's purchase order, acknowledgement, or other document related to the sale of the Product.
21. Any action on behalf of BUYER for breach of the contract must be commenced within one year after the cause of action has accrued.
22. This contract shall be governed by and construed under the laws of the State of Delaware, without regard to its conflict of laws provisions. The applicability of the United Nations Convention on the International Sale of Goods (CISG, 1980) is explicitly excluded.
23. If BUYER resells the Product, BUYER shall ensure compliance with the U.S. export law. No Product can be exported or re-exported without proper export authority, which is granted by the U.S. Department of Commerce.
24. Except to the extent prohibited by applicable law, SELLER expressly disclaims any and all provisions of the Federal Acquisition Regulations and the Defense Federal Acquisition Regulation Supplement.