

General Terms and Conditions (GTC)

July 2020

Pontacol AG, Schmitten, Switzerland (hereinafter referred to as Pontacol)

1. **Applicability**

The present GTC shall apply to all deliveries, goods and services provided by Pontacol to the Customer provided that other terms and conditions have not been expressly agreed upon in writing as legally binding. Any general purchasing terms and conditions of the Customer shall be nullified in full by the present GTC, even if Pontacol has not expressly contradicted such terms and conditions. Upon placing an order, the Customer hereby acknowledges the present GTC as solely and legally binding.

2. **Quotation/Order confirmation**

Quotations by Pontacol shall always be subject to confirmation and are non-binding. In order to be legally valid, orders must always be confirmed in writing by Pontacol. The invoice shall also be deemed confirmation of the order.

3. **Release orders issued against contracts**

Release orders issued against contracts are used for mutual definition of volumes (overall quantity and batch size for the release volume) and shall be valid for a maximum of 12 months. Warehousing shall only be provided by Pontacol where this has been agreed upon in writing.

4. **Prices**

Providing no other prices have been expressly agreed upon in writing, each delivery shall be based on Pontacol's current price applicable at the time of delivery. The prices shall be strictly net ex works (place of performance) in accordance with Incoterms 2010 (International Commercial Terms) plus packing, taxes (VAT), customs duties, charges and fees at the respective legal amounts. Where post-paid delivery has been agreed upon, transport shall be at Pontacol's discretion. Insurance costs and additional freight costs for urgent, express, postal, or special deliveries shall be borne by the recipient.

No return or disposal costs for transport packaging, outer packaging and sales packaging shall be included in the agreed upon prices. These costs shall be borne by the Customer.

Even in the case of prices agreed upon in writing, the right to increase them shall remain reserved in the event of material and/or production costs rising significantly or monetary parities changing significantly in the period between the quotation and delivery. This shall also apply to prices agreed upon in release orders issued against contracts.

5. **Payment terms and conditions**

Payments must be made in the agreed upon currency without any deduction, on time, post-paid and free from expenses, and only to the receiving office named by Pontacol. Unwarranted deductions shall be demanded or invoiced for.

Down payments and prepayments by the Customer shall be non-interest-bearing. Deliveries by Pontacol in arrears or complaints by the Customer shall not entitle the Customer to withhold or delay payment. The Customer may not offset any counterclaims against Pontacol's credit balance.

In the event of justified doubts arising as to the "Customer's" financial solvency, Pontacol shall be entitled to demand subsequent collateral or prepayment or to withdraw from the agreement without any resulting entitlement to damages on the part of the Customer.

6. **Default Payment / late payment interest**

The absence of collateral or payment arrears on the part of the Customer shall entitle Pontacol to withhold deliverables in full or in part and to the free use thereof, to rescind agreements as to conditions and to withdraw from the agreement fully or partially.

All payment deadlines shall be fixed deadlines. In the case of late payments, the Customer shall be required to pay interest on arrears of 5% p.a. with effect from the first calendar day after the due date. In the event of debt-collection proceedings being initiated by Pontacol, all claims by Pontacol against the Customer shall become payable immediately and in full, regardless of their original due date.

7. **Deliveries/shipping**

Pontacol shall decide upon the shipping method and the shipping agent. Should the Customer require a different shipping route or shipping method, the Customer shall bear the costs thereof. For goods ordered which are not collected by the Customer for longer than one week past the agreed upon collection date, Pontacol shall charge storage fees.

The carriage paid shipping of goods shall be at the "Customer's" account and risk. Pontacol shall not accept any responsibility for delays and damage during transport. Pontacol shall only apply for transport insurance at the explicit request of the Customer and at the latter's expense.

8. **Delivery deadlines**

Delivery problems experienced by Pontacol due to the provision of defective raw materials, procurement difficulties, technical production problems, power shortages or occurring due to unforeseeable production issues, force majeure, storms, fire, explosion, strikes or official measures shall entitle Pontacol to make partial deliveries, defer deadlines and/or



withdraw from the agreement in full or in part without giving rise to compensation. In the event of any delivery delay by Pontacol, the Customer shall only be entitled to withdraw from the order following unsuccessful expiry of a 4-week grace period granted in writing.

9. Transfer of profit and risk

Profit and risk for the delivery shall always pass to the Customer upon being dispatched from the factory. In the event of dispatch being delayed or rendered impossible for reasons not attributable to Pontacol, the goods shall be stored at the "Customer's" account and risk.

10. Product description/use

Information in the sales documentation and technical data sheets about the products and use thereof shall simply constitute descriptions or labels and shall not encompass expressly warranted characteristics and/or guarantees. Production-and/or raw material related discrepancies, even with regard to prototypes and former deliveries, which do not fundamentally alter the key nature of a product shall be permitted. Development related product modifications shall also apply to acceptance agreements. The latest reformulated product descriptions shall always apply. The product descriptions shall be based on extensive research and application-specific experience. Pontacol shall convey these results to the best of its knowledge and shall not accept any liability for them. The Customer shall be obliged to personally check all Pontacol products and recommendations for fitness and suitability, and in particular their long-term reliability, for the intended uses.

11. Warranty / liability

Pontacol must be notified in writing of any complaints due to defective or incomplete deliveries, in the case of obvious defects prior to initial use, processing or resale, and at the latest 10 calendar days following receipt of the goods with a precise description of the defect. Complaints due to concealed defects must be notified immediately following detection. Where the quality of the goods is justifiably questioned, Pontacol may choose to either replace the product or take it back in return for reimbursement of the entire or partial purchase price. Goods may only be returned following agreement with and written confirmation by Pontacol.

Pontacol shall not accept any liability for transport damage. Any warranty provided and/or liability accepted by Pontacol shall be excluded in full in the case of improper storage, processing and misuse, mechanical damage and natural wear and tear or modifications.

For product recommendations and applications Pontacol gives no guarantee. In particular, the Customer has to check suitability of the products and their long-term stability for the intended applications themselves. All products marked V-, VE-, VP-, Tex- or Cox- are classified as development products. All physical properties and specifications of these products are provisional and may change during development progress.

In case of the coating of customer materials and contract manufacturing or processing, Pontacol solely undertakes to treat the provided materials with care and to make careful use thereof. However, Pontacol shall not accept any liability for damage to or loss of materials which may arise due to the nature of the materials provided or as a result of the processing procedure. Pontacol may withdraw from accepted orders and return the materials in the respective state where it becomes apparent during processing that the order cannot be completed within the agreed upon framework or where the intended purpose becomes disputable. No claims for compensation whatsoever shall arise on the part of the Customer in such situations. Pontacol shall not be insured against any risks for the materials provided.

12. Retention of title

Until such time as all claims under the business relationship are settled, the goods supplied shall remain the property of Pontacol.

The Customer hereby irrevocably authorizes Pontacol to record relevant title retentions on the appropriate registers. The Customer shall be entitled to resell the goods as part of its ordinary business dealings to third parties or to process them providing that the Customer first assigns its claims against these third parties to Pontacol fully by way of collateral. However, in the case of goods not yet paid for in full, the Customer may not pledge these goods nor transfer them to the ownership or possession of a third party in any way whatsoever.

13. Contractual language/written form clause

The contractual language shall be German. Amendments and supplements to the agreement and to these GTC, including the present clause, must be made in writing in order to be valid.

14. Place of performance, court of jurisdiction and applicable law

The place of performance for supply and services shall be the at the Pontacol site. The sole court of jurisdiction for both parties shall be the conventionally applicable court at Pontacol's headquarter. Swiss law shall apply. The United Nations Convention on Contracts for the International Sale of Goods is hereby excluded.

Pontacol AG, July 2020

General Terms and Conditions (GTC)

July 2020

Pontacol GmbH, Buxtehude, Germany (hereinafter referred to as Pontacol)

I. Scope

- I.1 These conditions apply for all deliveries and services provided by Pontacol to business customers. These conditions apply exclusively.
- I.2 Other conditions do not become part of the content of business activities, even if Pontacol does not explicitly object to them. Alternate provisions only apply if other legally binding conditions have been agreed in writing between Pontacol and the business customer. The GTC of Pontacol also apply if Pontacol accepts the delivery/service of the business customer without reservation, whilst also being aware of contradictory or deviating conditions. Neither the failure to raise objections nor payment or acceptance of the goods shall constitute acceptance of any such other terms and conditions.

II. Prices

- II.1 Prices are stated purely net ex delivery works (place of fulfilment) pursuant to Incoterms 2010, plus packaging, taxes (sales tax), customs duties, levies and fees in the statutory amount in each case.
- II.2 Transport and insurance costs as well as additional carriage for dispatch, express, post or special shipping processes are paid by the business customer.
- II.3 No collection and disposal costs for transport packages, outer packaging and sales packaging are included in the agreed prices. These costs are paid by the business customer.
- II.4 The minimum order values are €1,500 for export deliveries and €1,000 for domestic deliveries.

III. Payment, delay in payment, counterclaims

- III.1 Payments must be made promptly in the agreed currency with any deduction, exempt from postage and charges, solely to the receiving centre designated by Pontacol. Payment will be demanded for unauthorised deductions, or these will be offset.
- III.2 Pontacol accepts cheques and/or bills of exchange only following express written agreement. Payments of this type are only considered paid upon the value date that the relevant bank credit memo is received by Pontacol. Payments and advance payments made by the customer are interest-free.
- III.3 In the event of delay, Pontacol is entitled to interest in the amount of 9 percentage points above the base rate and a flat rate amount of €40. No damages can be asserted beyond this.
- III.4 Rights to offsetting and retention will only accrue to the Buyer if and to the extent that its counterclaims either offset (Section 320 of the German Civil Code [BGB]) the claims asserted by Pontacol or are determined without further legal recourse, uncontested or acknowledged by Pontacol. Additionally, the Buyer will only be authorised to exercise a right to retention to the extent that its counterclaim is based on the same contractual relationship.
- III.5 If Pontacol is obliged to perform in advance, Pontacol is entitled to refuse the performance owed if it becomes apparent after contract conclusion that its claim for counter-performance is at risk based on the business customer lacking ability to perform. The right to refuse performance will be cancelled if the consideration is accomplished or a guarantee for it is provided.
- III.6 Pontacol may set a reasonable period in which the business customer may, if the business customer chooses, effect counter-performance or provide security against the Seller's performance. If such period expires without result, Pontacol may rescind the contract.

IV. Deliveries, shipping, transfer of risk

- IV.1 Adherence to the agreed delivery period/date is conditional on the business customer's timely fulfilment of his contractual duties. This applies in particular to effecting the agreed payment and, if applicable, the provision of any securities agreed upon.
- IV.2 Goods are shipped EXW (ex works, Incoterms 2010), see Section II. 1. and 2. Pontacol will only take out transport insurance at the express request of the business customer and at the business customer's expense. If a consignment is agreed by Pontacol, this is sent at the risk of the business customer using a type of transport selected by Pontacol at Pontacol's free discretion.
- IV.3 Partial deliveries are permitted as long as they are reasonable for the business customer.
- IV.4 If the consignment is delayed due to reasons for which the business customer is responsible, or the business customer enters default in acceptance for other reasons, the risk passes over to the business customer at this point in time. In this case, the business customer must refund Pontacol for additional expenses, such as storage costs.

V. Clause relating to self-delivery and force majeure

- V.1 Deliveries are subject to our own receipt of correct and timely deliveries.



- V.2 Government actions, riots, strikes, lockouts, fire, machine failures, shortages in the supply of materials or energy, transport problems and other reasons that Pontacol is not able to control, which delay normal production or shipment, shall be deemed "force majeure" and entitle Pontacol to delay the delivery date correspondingly. Pontacol shall notify the business customer of such circumstances without undue delay when Pontacol obtains knowledge thereof. If, given the delay caused by the events named above, it is unreasonable to expect performance by one of the parties, that party is entitled to rescind the contract.
- VI. Product description/use**
- VI.1 Information in the sales documents and technical datasheets regarding the products and their use are solely descriptions or designations, and do not form any assured features and/or guarantees. Such information is subject to deviations due to manufacturing or raw materials, in as far as these are in the nature of the object and are customary in the trade.
- VI.2 The product descriptions are based on extensive research work and application-specific experience. Pontacol conveys these results to the best of its knowledge, and does not accept any liability for such results. The business customer is obliged to themselves review the suitability and adequacy of all products and recommendations provided by Pontacol, as well as the long-term reliability of the same, for the intended applications.
- VII. General liability**
- VII.1 Claims for damages of any kind against Pontacol or Pontacol's legal representatives or persons employed by us in the performance of our obligations shall be limited to damage resulting from intentional acts or gross negligence or the breach of a material contractual duty.
- VII.2 A "material contractual duty" shall be defined as any duty that must be complied with in order to make the proper performance of the contract possible in the first place and on the observance of which the business customer may regularly rely.
- VII.3 Liability is however limited to the refund of typically foreseeable damage, if there is no intent in the individual case.
- VII.4 The aforementioned limitations and exclusions of liability do not apply to liability pursuant to the Product Liability Act or other national implementations of the European Product Liability Directive or injuries to life, body or health.
- VII.5 Claims by the business customer for compensation of expenses pursuant to § 284 BGB [Bürgerliches Gesetzbuch (German Civil Code)] are waived in so far as claims for compensation for damage in lieu of performance are excluded according to the provisions above.
- VIII. Liability for defects/warranty**
- VIII.1 If the business customer is a merchant, he is obliged to examine the goods or the work immediately upon their receipt, and to immediately report any defects discovered. 8 days is considered immediately, unless another period of time seems reasonable in an individual case due to particular circumstances. Breaches of this obligation result in the approval of the goods or the work. The regulations regarding the commercial burden of contest will apply mutatis mutandis to contracts for work. If a defect is suspected that is not merely entirely insignificant in the delivered products, the business customer is obliged to immediately report to us the facts of such suspicion, even if additional examinations need to be carried out to verify the defect. A culpable breach of this obligation results in the business customer being liable for damages.
- VIII.2 In the event of a deficiency and the defect being reported in the correct form and within the correct timeframe, the business customer is entitled to remedy or supply of a thing free of defect, depending on the choice made by Pontacol. Under the statutory requirements, the business customer is entitled to reasonably reduce the purchase price or withdraw from the contract.
- VIII.3 The warranty period is one year from delivery. This shall not affect the statutory period of limitation in case of recourse pursuant to Sections 478, 479 of the German Civil Code (BGB). This does not affect defect-related claims for damages based on gross negligence, intent or breach of material contractual duties (see the provision in Section VII "General Liability" in this respect). Claims for damages based on injuries to life, limb or health or claims based on the German Product Liability Act (Produkthaftungsgesetz) shall not be affected thereby, either.
- VIII.4 The business customer must himself perform a review to convince himself of the suitability of the goods or the work for its intended use.
- VIII.5 The business customer must not refuse acceptance of deliveries due to insignificant defects.
- IX. Retention of Title**
- IX.1 Pontacol retains the title to the products delivered until all claims from the business relationship with the business customer are settled in full.
- IX.2 Any processing or treatment of the goods subject to retention of title by the business customer will always be performed on behalf of Pontacol without creating any obligations for Pontacol. Pontacol is entitled to the ownership of the new items in their respective state of treatment or processing. If these goods subject to retention of title are processed, treated, mixed or combined with other products that are not owned by Pontacol, Pontacol will acquire a (co-)ownership interest in the new item based on the share of invoice price of the goods subject to retention of title compared to the invoice price of the other products.



- IX.3 The business customer may sell the goods subject to retention of title in which Pontacol holds a sole or a co-ownership interest in the normal course of business; it must not pledge or assign the goods as collateral. The business customer already now and in advance assigns to Pontacol all claims it is entitled to from the resale of the goods subject to retention of title or the products resulting from the processing, treatment, mixing or combination. This also applies if the products are sold with other products that are not owned by Pontacol at a combined price. If a third party has acquired ownership or co-ownership interests in the products pursuant to a legal regulation as a consequence of the processing, treatment, mixing or combination, the business customer also now and in advance assigns to Pontacol the claims accrued to it against the third party. Assignations in the meaning of this paragraph will always be limited to the amount of the invoiced price of the goods subject to retention of title. The business customer may collect the assigned claim until such permission is revoked; the permission may be revoked at any time.
- IX.4 Pontacol already now accepts the assignments of the business customer provided for in this Section.
- IX.5 Pontacol undertakes to release the collateral that Pontacol is entitled to based on the aforementioned provision upon the business customer's request at Pontacol's discretion and to the extent that their value exceeds the claims to be secured by more than 10%.
- IX.6 If the business customer's cooperation is necessary to make the retention of title effective, for example with regard to registrations that are required in accordance with the law of the country in which the orderer is located, the business customer shall fulfil such acts.
- IX.7 If the business customer is in default of payment, Pontacol may prohibit it from disposing of the goods subject to retention of title completely or, at Pontacol's discretion, in part, e.g. only with regard to selling or further processing, etc.
- IX.8 If the objective conditions should exist under which the business customer would be required to file for bankruptcy, the business customer must refrain from any access to the goods subject to retention of title, regardless of their nature, without need of a corresponding demand. The business customer shall report to Pontacol the inventory of goods subject to retention of title without undue delay. In this event Pontacol is also entitled to withdraw from the agreement and demand the return of the goods subject to retention of title. If the goods subject to retention of title have been handled, manipulated, combined, mixed or conjoined with other products, Pontacol will be entitled to demand surrender to a trustee; the business customer will be obliged to report all co-owners of the goods subject to retention of title, including the name of the companies or persons, their addresses and their share of co-ownership. The same, by analogy, applies to the claims that have been assigned to Pontacol in accordance with the previous paragraphs; in addition, the business customer shall send Pontacol the names and addresses of all debtors and a copy of the documents evidencing the claims against them without being specifically requested to do so.
- IX.9 Pontacol reserves the exploitation rights, without restriction, under ownership and copyright law, to estimates, invoices and other documents (hereinafter referred to as Documents). The documents must only be made accessible to a third party following advance approval on the part of Pontacol, and must be returned immediately upon request if the order is not issued to Pontacol. Clauses 1 and 2 apply correspondingly for documents that belong to the business customer; they may however be made accessible to third parties in anonymised form, if Pontacol has transferred deliveries to the same permissibly.
- X. Contractual language, place of performance, place of jurisdiction, arbitration agreement, choice of law**
- X.1 The contractual language is German.
- X.2 The place of performance for deliveries and payments and other services rendered by the parties (including cure) is Pontacol's location.
- X.3 The sole place of jurisdiction is at Pontacol's place of business, if the business customer is a merchant corporate body under public law or legal separate asset, or does not have a general place of jurisdiction in Germany. Alternatively, the suing party is entitled to have recourse instead to the Court of Arbitration of the Deutsche Institution für Schiedsgerichtsbarkeit e.V. (DIS). If this option is exercised, the Court of Arbitration shall be the exclusively competent court. The place of arbitration is Hamburg. The language of proceedings is German.
- X.4 All contracts concluded are subject solely to the law of the Federal Republic of Germany excluding the UN Convention on Contracts for the International Sale of Goods (CISG).

General Terms and Conditions (GTC)
Pontacol Inc., Tucker-GA, USA

May 2021

1. **General:** The following terms and conditions shall apply to all sales of products (the 'Products') by Pontacol Inc. ('Seller') to Buyer and to all related transactions between Seller and Buyer. Buyer's terms and conditions of purchase and any other terms requested by Buyer which are in any way inconsistent with or in addition to the terms set forth in this instrument are hereby rejected. The terms and conditions herein may only be amended, modified or waived, expressly pursuant to the terms of written instrument duly signed by Seller and Buyer.
2. **Prices:** All prices for Seller's products are subject to change without previous notice. Transportation shall be by means that are commercially reasonable and customary and at Buyers expense. Seller shall not be liable for any transportation charges incurred at the point of destination such as spotting, storage, switching, drayage, demurrage, pier loading charges, etc. Unless otherwise specified in writing by Seller or a duly authorized representative of Seller, all prices quoted are FCA Point of Origin, are exclusive of taxes and customs duties and subject to correction for error and currency fluctuation adjustment. Sales prices will be invoiced at the time of loading of the Products at Point of Origin. Orders shall only be binding on Seller if acknowledged by Seller.
3. **Taxes:** The amount of any sales, use or other tax or duty, however designated, levied or based on the price of the Products, shall be added to the price quoted and billed to and paid by Buyer as if originally included herein. If Seller is required to pay any such tax or duty, Buyer shall reimburse Seller therefore or, in lieu of such payment, shall provide Seller with appropriate exemption certificates or other documents acceptable to taxing or customs authorities.
4. **Terms of Payment:** Payment is due thirty (30) days net. Payment must be made by Buyer when due without offset, deduction or counterclaim regardless of any claim by Buyer. Past due amounts are subject to a monthly service charge at a rate equal to the lesser of one and one-half percent (1½%) per month or the maximum rate from time to time permitted by applicable law.
5. **Credit:** Each delivery to be made to Buyer shall be subject to receipt of cash or to credit arrangements made by Buyer with Seller. If payment is not made in accordance with the terms thereof, or if at any time in Seller's judgment Buyer's credit standing has been impaired, Seller may withhold delivery of any Products to be sold hereunder until in the case of future deliveries, satisfactory cash or credit arrangements have been made and, in the case of Products already delivered, satisfactory security arrangements have been made for payment of all outstanding balances. If Buyer fails, neglects or refuses to make cash or credit arrangements satisfactory to Seller, or to comply with the terms thereof, then Seller may, without waiving any other remedies it may have against Buyer, terminate the contract without further liability on the Seller's part.
6. **Inspection and Testing:** Buyer shall inspect the Products within five (5) days of delivery to verify compliance with the specifications as set forth in Buyer's purchase orders and accepted by Seller. In the event of any non-conformity or defect, Buyer shall notify Seller within ten (10) days thereafter. Prior to any application of Product, Buyer shall test the suitability of such Product in the application.
7. **Delivery:** All shipping dates are tentative. Unless otherwise specified in writing by Seller or a duly authorized representative of Seller, delivery shall be made FCA Point of Origin and any reference in these terms and conditions to 'deliver' shall refer to such delivery. Seller's responsibility ceases upon delivery to the carrier at the stated shipping point, and risk of loss damage, injury or destruction to any of the Products shall pass to Buyer upon such delivery to the carrier. In no event shall any loss, damage, injury or destruction operate in any manner release Buyer from the obligation to make payments required herein. Seller shall not be liable for any delay or failure to perform in whole or in part, caused by any force, governmental prohibition, restriction or regulation or by reason of fire, floods, strikes, work stoppages, accidents, casualties, inability to procure supplies and raw materials, delays in transportation, civil unrest, hostilities or war or other causes beyond Seller's control whether or not similar in class or kind to those mentioned. If Buyer fails to accept delivery due to reasons beyond Sellers control, Buyer shall none the less make payment to Seller. Where Buyer wrongfully rejects or revokes acceptance of the Products or fails to make payment due on or before delivery, or repudiates with respect to all or part of for the Products shipped, Seller may withhold delivery, or stop delivery of the Products or cancel the contract and/or sue for damages at Seller's exclusive option. If Buyer causes a delay in the delivery of the Products or any part thereof, Seller, at its exclusive option, may extend the period of delivery by a period reasonable in consideration of the circumstances, and, if the delay causes Seller substantial inconvenience, Seller has the right to cancel with respect to the Products whose delivery is delayed. Seller reserves the right to retrieve any expenses or damages resulting from such delays. Unless otherwise agreed in writing, Seller reserves the right to make partial shipments and to submit invoices for partial shipments.
8. **Product Warranty:** Seller warrants as follows: (a) all products will conform to the specifications as set forth in Buyer's purchase order and accepted by Seller; (b) upon payment of the purchase price, Buyer will receive good title to all such

Pontacol Inc. +1 770 349 6327
5126 South Royal Atlanta Dr. info@pontacol.com
Tucker, GA 30084, USA www.pontacol.com



Products free of any lien, encumbrance or security interest; and (c) the Products shall be of merchantable quality. Except for the foregoing warranties and the patent warranty contained in the following paragraph, this warranty is in lieu of any other warranties, either express or implied, including without limitation of warranties of merchantability or fitness for a particular purpose, which other warranties are expressly excluded and disclaimed. No suit or other proceeding may be brought on an alleged breach of warranty of seller set forth herein more than twelve months after delivery to buyer of the subject products.

9. **Patent Warranty:** Seller warrants that neither the use alone nor sale in its original state of any Product delivered to Buyer will infringe the claims of any United States patent covering the Product itself. Seller agrees that it will defend any suit and defray the entire costs thereof that may be instituted against buyer on account of any claimed infringement of a United States patent in the use alone or sale in its original state any Product delivered to Buyer, provided that Seller is promptly notified by Buyer of the suit and is given control of the suit to the extent that such amount is attributable to Seller's Product. Seller after notification of suit by Buyer may at its own option and as an alternative to defending the lawsuit either procure for Buyer the right to continue using said Product or replace said Product with a non-infringing Product. The foregoing states the entire liability of Seller for patent infringement by Seller's Product.
10. **Limitation of Remedy:** Buyer's exclusive remedy for defective or non-conforming Products or any other cause whatsoever hereunder shall be at Seller's option, the repair or replacement of Products. Seller shall not be liable for, and Buyer assumes responsibility and holds Seller harmless for, all personal injury and property damage resulting from the handling, possession, use or resale of the Products, whether the same is used alone or in combination with other substances. In no event shall Seller be liable for incidental or consequential damages, whether Buyer's claim is in contract, negligence or otherwise. Transportation charges for the returns of Products shall not be paid unless authorized in advance by Seller. Any action for any loss or damage with respect to any goods or services covered hereunder must be commenced by Buyer within twelve months after Buyer's cause of action has arisen.
11. **Assignments:** Buyer may not assign its order or any right or interest therein or any other obligation arising hereunder without the prior written consent of Seller.
12. **Remedies:** In case Buyer shall fail to make payments as they become due, Seller, in addition to its other rights and remedies, may at its option defer further shipments until such payments are made, and/or terminate the sales contract and Buyer shall not have any cause of action or be entitled to any off-set, counterclaim, or recoupment against Seller by reason of such action. No failure of Seller to insist upon strict compliance by Buyer with the terms and conditions hereof, or to exercise any right accruing from any default of Buyer shall impair Seller's rights in case Buyer's default continues or in case of any subsequent default by Buyers. Waiver by Seller of any breach by Buyer shall not be construed as a waiver of any other existing or future breach(es) by Buyer.
13. **Return of Products:** All return of products, whether good or defective, shall have prior written consent of the seller.
14. **Credit Impairment of Buyer:** If before the Products are delivered Seller has reasonable grounds for assuming the will be unable to fulfill its obligations to make payment, Seller may, at its exclusive option, demand in writing (a) adequate assurance of due performance or (b) deliver the products by cash on delivery.
15. **Cooperation in Development of Products:** In the event Seller and Buyer engage in technical cooperation regarding the development or improvement of products to be sold to Buyer, except as otherwise may be agreed by the parties by separate written agreement: (i) Seller shall have all intellectual property rights to the products so developed or improved; (ii) buyer agrees to assign, or to cause its relevant representatives to assign, all such rights to the products so developed or improved; (iii) no right or license regarding the products so developed or improved, whether expressed or implied, is or shall be deemed granted to Buyer. Buyer shall be liable for all technical information provided to Seller in the course of the cooperation to be correct and complete.
16. **Proprietary Information:** All layouts, models, designs, sketches, drawings, blueprints and patterns incorporated in the Products or otherwise provided to Buyer are the proprietary information of Seller. Buyer agrees not to disclose or utilize any such information nor to manufacture or have manufactured any products which are the same as or similar to any Products.
17. **Applicable Law:** Any agreement between Buyer and Seller for the sale of Products or rendering of related transactions shall be governed by, construed and enforced in accordance with, the laws of the State of Georgia.
18. **Jurisdiction:** All disputes arising out of or in connection with this purchase and sale, all related transactions between Buyer and Seller and any services provided in connection therewith or any cooperation between Buyer and Seller shall be rendered exclusively in the court of Georgia.

Pontacol Inc., May 2021