

Purchase Terms:

PURCHASE ORDER TERMS AND CONDITIONS

1. **TERMS.** ES OpCo USA LLC d/b/a Vesperis (“Vesperis” or “Buyer”) is issuing a Purchase Order (“Order”) to the seller/vendor identified thereon (“Seller”) to purchase certain products and/or services as described thereon (“Products”). These Purchase Order Terms and Conditions (“Terms and Conditions”) are the exclusive contract between Seller and Buyer and are an essential part of the Order; there are no terms, understandings, agreements, other than those stated herein. Upon acknowledgement or acceptance of the Order or the shipment of Products or commencement of work (whichever occurs first), Seller will be deemed to have accepted these Terms and Conditions and is bound by these Terms and Conditions, including all provisions set forth on the face of the Order. These Terms and Conditions may not be altered, amended, nor waived (including by course of dealings), but rather only by a writing signed by an officer of the party to be bound thereby. If any provisions of Seller’s quotation, confirmation, or other writings are different from or are otherwise in conflict with these Terms and Conditions, these Terms and Conditions shall govern and the terms contained in Seller’s quotation, confirmation, or other writings are expressly rejected by Buyer. If the Order is for procurement of ongoing Products from Seller over a period of time, these Terms and Conditions shall apply to all such Product.

2. **PRICE.** Seller may not increase prices under the Order after acceptance of these Terms and Conditions. Seller shall provide Buyer with pricing and terms which are not less favorable than those extended to other purchasers. If Seller reduces its price, Seller shall reduce the price to Buyer accordingly. The price on the Order is complete and no additional surcharges or taxes may be added. Seller warrants that the Products will not be subject to United States countervailing duties.

3. **PAYMENT.** Unless otherwise specified in the Order or expressly agreed in writing by the parties after the date of the Order and which writing expressly references these Terms and Conditions, payment terms for undisputed amounts are net 60 days from Buyer’s receipt of Seller’s invoice and invoicing may occur only after shipment. Unless otherwise specified on the face of the Order, all prices are quoted in U.S. Dollars. Payment does not constitute acceptance by Buyer of Product or relieve Seller of any obligations. Buyer may withhold funds, without interest, to assure itself of the discharge of all Seller’s obligations or Buyer claims. Buyer may set off any amount owing from Seller to Buyer (or any of Buyer’s affiliates and subsidiaries) against any amount payable by Buyer (or any of its affiliates and subsidiaries) to Seller. The Order number must appear on each invoices submitted by Seller to Buyer. Whether or not separately stated on the applicable invoice or the Order, Seller shall, in all instances, be solely responsible for remitting to the appropriate taxing authority any federal, state, or local taxes pertaining to the sale of the Products to Buyer.

4. **SHIPMENT.** Seller shall ship Product F.O.B. Delivered unless otherwise specified in an Order. Buyer’s weights taken at delivery point govern. Seller shall package the Product per Buyer’s specifications and in compliance with all applicable laws, rules and regulations.

5. **DELIVERY.** Time is of the essence in the Order. If delivery of Product or rendering of services is not completed by the time provided for or established in the Order, Buyer may, without waiving any of its

rights and remedies, immediately terminate the Order upon notice to Seller, purchase substitute items or services elsewhere, and charge Seller for any loss or damage incurred by Buyer. All Products are subject to inspection by Buyer at its discretion.

6. TITLE AND RISK OF LOSS. Title and risk of loss for Products transfers to Buyer when Products are offloaded on delivery at the location of Buyer identified on the Order, unless Products are shipped in Buyer's vehicles in which case title and risk of loss transfers to Buyer when the vehicle leaves Seller's property.

7. SDS AND LABELS. Seller shall provide Buyer with a copy of each of its current and future revised Product labels, decals and stencils ("Labels") and Safety Data Sheets ("SDSs") for each Product. Seller represents and warrants that the Labels and SDSs are (a) accurate, (b) adequate to fully advise those who come into contact with the Product of the safety requirements and hazards associated with the Product, and (c) in compliance with all industry standards and applicable laws, rules and regulations. Buyer has no obligation to review the accuracy or adequacy of the Labels or SDSs.

8. WARRANTIES. Seller warrants that (a) the Product conforms to Seller's published specifications and all information on applicable Labels, literature and SDSs, (b) the Products are free from design defect, merchantable, and suitable for the purpose intended by Buyer, (c) warnings provided by Seller on Labels and MSDSs accurately inform those who come into contact with the Product of the safety requirements and hazards associated with the Product, (d) Seller has free and clear title to Product delivered to Buyer, (e) Seller and, when used in accordance with their applicable directions, Products shall not violate any United States, or foreign, federal, state, national, provincial, municipal or other statute, law, regulation or ordinance, and (f) the Product and their intended use does not infringe any patent, trademark, trade secret, trade name, or other intellectual property right. Seller further warrants (and acknowledges and agrees that Buyer's purchase of the Products is expressly conditioned upon Seller's warranty) that all Products or other goods or services received in connection with this Order comply with all applicable Federal and State laws and regulations, including, without limitation, the Federal Insecticide, Fungicide and Rodenticide Act (as amended); that all Products are registered for sale in all States of the United States (including the District of Columbia, Puerto Rico, US Virgin Islands, Northern Mariana Islands, American Samoa, Guam, and the Minor Outlying Islands), unless expressly agreed otherwise in writing by Seller and Buyer; that all Products have the same State Restricted Use status as the Federal Restricted Use status unless Seller provides a state specific RUP (Restricted Use Products) list to Buyer prior to acceptance of the Order indicating that the Products are registered in that state as a Restricted Use Product; that Seller will immediately notify Veseris if any Product registrations lapse, are rescinded, or otherwise become ineffective in any way. Seller agrees that in addition to all other indemnity obligations provided by contract or law, Seller will indemnify, defend and hold Veseris harmless from and against any claim, demand, action, loss, penalty or liability (including defense or settlement costs and reasonable attorneys' fees) ("Claim") if the Claim is caused or alleged to be caused by Seller's breach of the foregoing warranties. Seller's inclusion of express warranties and representations or exclusions of warranties are not deemed to create or exclude any warranties that may be implied or expressly set forth in law or fact. Buyer's warranties are cumulative and in addition to any warranties available at law.

The warranties contained herein shall run to Buyer and its customers and users of Buyer's Products or services, and shall survive inspection, acceptance, and payment.

9. REMEDIES. Buyer may inspect Products prior to acceptance. Notwithstanding any inspection, Seller is responsible for any nonconformance. Buyer may return nonconforming Product to Seller for, at Buyer's option, replacement, credit, or refund at Seller's risk and expense including but not limited to, all transportation costs (both ways) and other handling costs. Seller is liable for Buyer's incidental and consequential damages. Notwithstanding anything set forth in Seller's terms or documents, Buyer may avail itself of any remedy available at law or in equity.

10. INDEMNITY. Seller shall indemnify, defend and hold Buyer harmless from and against any Claim if the Claim is caused or alleged to be caused by (a) Seller's breach of this Agreement, (b) the negligence or willful misconduct of Seller, its employees or agents, (c) any failure to provide warnings that make the Product safe for the Product's intended uses, or (d) any Product defect existing when the Product was delivered to Buyer's specified location. Buyer shall indemnify, defend and hold Seller harmless from and against any Claim related to personal injury or property damage to third parties to the extent the Claim is caused by Buyer's sole and gross negligence or willful misconduct (it being acknowledged and agreed that Buyer's reliance upon all Labels and the representations and warranties of Buyer shall in all instances never constitute negligence on the part of Buyer). The parties' rights and remedies are cumulative and in addition to any other rights and remedies the parties have at law or equity.

11. INSURANCE. Seller shall maintain the following insurance policies with at least the listed minimum limits through an insurer having an AM Best Rating of A-, VII or better: (a) general liability for bodily injury/property damage, products liability/completed operations, personal injury/advertising injury, and contractual liability - \$10,000,000 per occurrence with a Broad Form Vendors Endorsement (ISO CG 2015 or equivalent); (b) automobile liability, with an MCS-90 endorsement with limits as required by applicable federal law, covering all owned, hired, and non-owned vehicles and contractual liability - \$5,000,000 per occurrence; and (c) workers' compensation – statutory limits and employers' liability - \$1,000,000 per accident. If the policies have a deductible or self-insured retention, Seller assumes all policy obligations as if the policy had first dollar coverage. The policies will waive rights of subrogation against Vesperis. Seller will add Vesperis as an additional insured on all policies except for the policies in (c) above on a primary and non-contributory basis. If a policy is "claims-made" policy, Seller shall extend the policy to cover any claims relating to this Agreement. Seller shall provide Vesperis (Attn: Master Data Management, 10800 Pecan Park Blvd, Suite 300, Austin TX, 78750) with a certificate of insurance evidencing the required coverages, including endorsements that waive the right of subrogation against Vesperis and add Vesperis as an additional insured. Seller must provide Vesperis with at least 30 days' notice of cancellation, non-renewal, or material change. Seller shall also provide Vesperis with certified copies of the policies at Vesperis' request. By requiring insurance as provided in this Section, Buyer does not represent that coverage and limits will be necessarily adequate to protect Buyer, its affiliates, and their customers, and such limits shall not be deemed as a limitation of Seller's liability under this Agreement. Consequently, neither the requirements of Seller to carry and maintain insurance nor Vesperis' acceptance of evidence of insurance will in any manner limit the liabilities and obligations assumed by Seller under the Agreement.

12. FORCE MAJEURE. Neither party is liable for nonperformance or delay in performance caused by circumstances beyond the party's control ("Force Majeure Event"). Product shortages, increases in Seller's costs, events due to Supplier's negligence, or any foreseeable events are not circumstances beyond Seller's control under this provision. If there are Product shortages as a result of the Force Majeure event, Seller may reduce its supply to Buyer in a manner equitable and proportional to those reductions Seller makes to all other similarly situated distributors and major customers.

13. FUTURE BUSINESS; CONFIDENTIALITY. Buyer is only obligated to purchase Products from Seller under the specific Order. Buyer has no obligation to place future orders with Seller and is not obligated to continue to do business with Seller by oral agreement, course of dealing, concepts of contracts of indefinite duration or business expectancy or otherwise. All information Buyer provides to Seller that is not available to the general public, all specifications and documents prepared by Seller in connection with the Order, and all other non-public information that Seller obtains as a result of the Order constitute confidential information of Buyer. Without prior written consent by an officer of Buyer, Seller shall not (a) disclose or use Buyer's confidential information for any purpose other than performing the Order; (b) announce, publicize or discuss with third parties the subject matter of the Order; or (c) include Buyer's name or trademarks in any marketing or other information materials provided to third parties.

14. TERMINATION. Buyer may terminate or suspend any Order on notice to Seller. Buyer's only liability for such termination shall be payment for any properly delivered Products. Buyer may return saleable inventory on termination of this Order without incurring restocking fees.

15. ARBITRATION. The parties will submit any dispute related to the Order and these Terms and Conditions to arbitration in Austin, Texas before one arbitrator under the American Arbitration Association's Commercial Arbitration Rules. A party may seek interim relief from any court having jurisdiction without waiving any remedy under these Terms and Conditions and/or the Order. The arbitrator may not award punitive damages or other damages not measured by actual damages, or limit, expand or otherwise modify these Terms and Conditions. A party may enter a judgment on an award in any court having jurisdiction. The prevailing party is entitled to an award of reasonable attorney fees.

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