

GENERAL TERMS AND CONDITIONS OF SALE

All references to a “Contract” in these General Terms and Conditions of Sale (these “**Terms**”) refer to the Quote, Sales Order, order confirmation, or invoice issued by Seller to which these Terms are attached or in which these Terms are incorporated by reference, including all Addenda, Amendments, Attachments and Annexes thereto (the “**Contract**”), as the same may be amended from time to time, which Contract is entered into by the Seller and the Buyer named in the Contract (jointly referred to as the “**Parties**” and individually referred to as a “**Party**”).

These Terms regulate such Contract, except in the event of a conflict between these Terms and the Contract, in which case the Contract shall govern. Capitalized terms used in these Terms, but not defined herein, shall have the meaning given such terms in the Contract (if defined therein). Capitalized terms defined herein and used in the Contract shall have the meaning given such terms in these Terms. These Terms shall be deemed an indispensable and integral part of the Contract. These Terms comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. These Terms prevail over any of Buyer’s general terms and conditions regardless of whether or when Buyer has submitted its sales confirmation or such terms. These Terms expressly limit Buyer’s acceptance to the terms herein. Fulfillment of or other performance under the Contract constitutes acceptance of these Terms.

1. NANOTECH MATERIALS, INC. SELLER is a Delaware Corporation having its business address at 21401 Park Row Dr. Katy, Texas 77449, telephone 888-296-6266. This address may be updated by Seller at any time by written notice to Buyer.

2. BUYER BUYER is the person or entity identified as the buyer or customer on the applicable Quote, Sales Order, or invoice, having the business address set forth therein. This address may be updated by Buyer by written notice to Seller.

3. MATERIALS SUBJECT TO TERMS AND CONTRACT For the purposes of the Contract, Seller shall supply, pursuant to these Terms and the Contract, the materials and products, in the types and quantities, identified on the applicable Quote, Sales Order, or invoice (the “Material”). If Seller delivers more or less than the quantity of Material ordered, Buyer may reject all or any excess Material. Any such rejected Material shall be returned to Seller. If the material delivered is less than the quantity ordered, Seller shall have thirty (30) days upon notice from the Buyer to cure the shipment. If Buyer rejects the Material and refuses delivery of the reduced quantity, the Material shall be returned to Seller at Buyer’s sole risk and expense.

4. PRICE The price of the Material is the price stated in the Contract (the “**Price**”). Unless otherwise specified in the applicable Quote or Sales Order, the Price excludes all sales, use, excise, and other similar taxes, duties, and governmental charges, all of which shall be the responsibility of Buyer (other than taxes on Seller’s income), and excludes all freight, insurance, customs duties, packaging, and transportation costs, which shall be as set forth on the applicable Quote or Sales Order or, if not so specified, shall be the responsibility of Buyer. Seller may increase the Price upon written notice to Buyer to reflect documented increases in Seller’s costs of raw materials, labor, energy, freight, or other inputs; any such increase shall apply only to orders accepted after the date of such notice.

5. PAYMENT Seller shall issue an invoice to Buyer any time before, on or after the completion of delivery of the Material. Buyer shall pay all invoiced and undisputed amounts due to Seller in accordance with the terms set forth in the “Payment Terms” of the Contract above. All payments under the Contract shall be in U.S. Dollars. In the event of a payment dispute, Buyer shall deliver a written statement to Seller no later than seven (7) days after the date on the disputed invoice, and such statement shall list all disputed items and provide a reasonably detailed description of each disputed item. Amounts not so disputed are

deemed accepted and must be paid, notwithstanding disputes on other items, within the period set forth above. The parties shall seek to resolve all such disputes expeditiously and in good faith.

The term “business day” shall mean a calendar day when banks in the United States are open for business. If any payment due date falls on a Saturday or United States banking holiday other than Monday, payment shall be made on the preceding business day. If any payment due date falls on a Sunday or Monday bank holiday in the United States, payment shall be made on the next business day. Payment for the Material sold under the Contract shall be made by the Buyer by wire transfer, ACH transfer, check, or credit card (or such other method as Seller may approve in writing), in accordance with Seller’s payment instructions, in full, without discounts and offsetting of claims. Payment is considered to be made by the Buyer when the amount has been credited to the Seller’s bank account. Credit card payments are subject to a processing surcharge of up to four percent (4%) of the amount charged, or such lesser amount as required by applicable law and applicable card network rules. Any and all bank expenses charged by the Seller’s bank are the responsibility of the Seller, and any and all other expenses incurred in connection with any payment made under the Contract shall be the responsibility of the Buyer.

Late Payment Fee. If Buyer fails to pay any undisputed amount due under the Contract by its original due date, Seller may, at its sole discretion, assess a late payment fee on the outstanding undisputed amount at a rate of one and one-half percent (1.5%) per month, or the maximum rate permitted by applicable law, whichever is lower, calculated from the day immediately following the original due date until the date payment is received. Late payment fees, if assessed, shall be prorated on a daily basis for partial months. Seller’s election to assess, waive, or not assess a late payment fee in any instance shall not constitute a waiver of Seller’s right to assess such fee for any other or subsequent late payment. Assessment of a late payment fee under this Section shall not limit, waive, or otherwise affect any other right or remedy available to Seller under the Contract or applicable law, including the right to suspend future deliveries of Material or terminate the Contract for non-payment.

6. TITLE AND RISK Seller bears all risk of loss, damage, or other incidents of ownership until delivery of the Material to the carrier at the shipping point in accordance with the terms in the Contract, including but not limited to the “Shipping Terms” herein. Upon delivery of the Material to the carrier in accordance with the terms in the Contract, all risk of loss, damage, or other incidents of ownership shall immediately pass from the Seller to the Buyer; provided, however, that the Buyer shall grant to the Seller a security interest in all Material and the proceeds therefrom to secure the Buyer’s payment obligations under this Contract except to the extent that the granting of such security interest would result in the Buyer being in default under any then existing agreement governing indebtedness for borrowed funds. The Buyer acknowledges that the security interest granted under this paragraph is a purchase money security interest under Texas law. The Seller may file a financing statement for such security interest and the Buyer shall execute any such statements or other documentation necessary to perfect the Seller’s security interest in the Material. This condition shall prevail over the terms and provisions of any other documents that might be issued in connection with fulfillment of the Contract (e.g., releases, commercial invoices, claims and similar).

7. SHIPPING TERMS Unless otherwise expressly stated in the Contract, all shipments of Material are made FOB Origin (Seller’s shipping point), Incoterms 2020 EXW-equivalent, and Buyer bears all costs of carriage and freight from that point forward. Seller does not procure or maintain insurance on the Material in transit as a matter of course. Seller shall arrange insurance on the Material in transit only if Buyer requests such coverage in writing prior to shipment and specifies the type and amount of coverage desired, in which case Seller may arrange such insurance solely as a convenience to Buyer, and the cost of any such insurance shall be added to Buyer’s invoice. Absent such a written request, Buyer is solely responsible for insuring the Material in transit and bears the entire risk of loss to the extent the Material is uninsured or underinsured. Seller shall select the carrier and routing in its sole discretion unless Buyer specifies its own carrier or account in writing prior to shipment, in which case Buyer’s carrier and routing shall govern. Title and risk of loss pass to Buyer upon delivery of the Material to the carrier at the shipping point, regardless of who selected or arranged the carrier. Notwithstanding anything to the contrary in this Contract, Seller shall bear no liability for loss, damage, delay, shortage, or any other incident arising during or in connection with shipment of the Material, regardless of whether Seller arranges, coordinates, selects the carrier for, or

otherwise assists with shipping on Buyer's behalf; any such assistance is provided solely as a convenience to Buyer and creates no liability or obligation on Seller's part with respect to the shipment or the carrier's performance. All claims for loss, damage, or shortage occurring in transit are Buyer's sole responsibility to pursue directly against the carrier, and Buyer shall file any such claim with the carrier within the carrier's applicable claims window; Seller will provide reasonable documentation (e.g., bill of lading, invoice) to support Buyer's claim upon request but assumes no obligation to file, prosecute, or guarantee the outcome of any such claim. Seller shall package and mark Material in accordance with its standard commercial practices, which Buyer acknowledges are adequate for standard common-carrier transit. Where Seller prepays freight on Buyer's behalf, such freight charges, including any accessorial or additional service charges described below, shall be added to Buyer's invoice and paid by Buyer in accordance with the Payment Terms of the Contract. Buyer is responsible for accurately specifying all delivery requirements at the time of order, including but not limited to liftgate service, inside delivery, residential delivery, delivery appointment scheduling, limited-access locations, or any other accessorial service. If the carrier imposes additional charges because Buyer's delivery site or requirements differ from what was specified at the time of booking, including without limitation liftgate fees, appointment or scheduling fees, delivery delay or storage charges, re-consignment fees, or re-delivery charges resulting from a failed delivery attempt, refused shipment, or Buyer's unavailability to receive the Material, such additional charges shall be Buyer's sole responsibility and shall be added to Buyer's invoice or invoiced separately, regardless of whether Seller prepaid the original freight charge. This paragraph governs loss, damage, shortage, and delay occurring after delivery of the Material to the carrier; it does not apply to shortages in the quantity shipped by Seller from its own facility, which are governed by Paragraph 3 (Materials Subject to Terms and Contract) and Paragraph 15 (Other Claims), nor does it limit Buyer's remedy under Paragraph 8 (Deliveries) for Seller's failure to ship within the applicable delivery month.

8. DELIVERIES The Seller is not liable for or in respect of any loss or damage arising from any delay in filling any order, failure to deliver, or delay in delivery. However, if the Seller fails to deliver the Material within the delivery month set forth in the "Shipment/Delivery" section above (the "**Delayed Shipment Date**"), then the Buyer may, as its sole remedy therefore, cancel the related order or ask for an amendment to the terms set forth in the Payment Terms section of the Contract with respect to the delayed Material by giving the Seller notice of its intention to so cancel within five (5) calendar days of the Delayed Shipment Date. No delay in the shipment or delivery of any Material relieves the Buyer of its obligations under the Contract, including, without limitation, accepting delivery of any remaining installment(s) of the Materials. The Seller shall use its commercially reasonable efforts to accommodate the Buyer's requests for changes to the delivery schedule and or increase/decrease of quantity of the Material, but, even in the event of the Seller's agreement to accommodate any such request, no failure by the Seller to meet the revised delivery schedule or to provide any different quantity of the Material shall constitute the Seller's breach of the Contract or relieve the Buyer of, or limit, the Buyer's obligations under the Contract. Release, shipment, or delivery of the Material to a third party as per the Buyer's prior written request shall be considered as release, shipment, or delivery, as applicable, to the Buyer and fulfillment of the Seller's related obligations under the Contract. The Seller may, in its sole discretion, without liability or penalty, make partial shipments of the Material to the Buyer. Each shipment will constitute a separate sale, and the Buyer shall pay for the Material shipped whether such shipment is in whole or partial fulfillment of an order.

9. TIME It shall be Buyer's obligation to notify Seller, in writing and at the time of the order, that time is of the essence for any individual order placed by Buyer.

10. CONTRACT PRECEDENCE It is the intent of the Parties that the terms of this Contract shall in all instances, except in the case of a valid Amendment or Modification as defined below, control and govern the rights and responsibilities of the Parties. To the extent there is ever a conflict, inconsistency, and/or ambiguity between the terms of this Contract and any other writing related to the relationship of the Parties subject to this Contract, this Contract shall control.

11. AMENDMENTS AND MODIFICATIONS No change to the Contract is binding upon a Party unless it is in writing, specifically states that it amends the Contract, and is signed by an authorized representative of both Parties.

12. LIMITED WARRANTY For a period of **thirty (30) days** from the date of delivery of the Material, Seller warrants that the Material will conform to its condition as described in the applicable product specifications at the time of shipment (the "Warranty Period"). This warranty applies to material condition only and does not extend to workmanship, installation, or application performance. The foregoing warranty does not apply where the Material has: (a) been subjected, by Buyer, to abuse, misuse, neglect, negligence, accident, improper testing, improper installation, improper storage, improper handling, abnormal physical stress, abnormal environmental conditions, or use contrary to any instructions issued by the Seller; (b) been reconstructed, repaired, or altered by persons other than the Seller; or (c) been used with any third-party product, hardware, or product. Nothing in this agreement shall be construed as a Warranty by Seller that the Material should be fit for a particular purpose or suitable for certain specific performance standards. Other than as expressly set forth herein, Buyer will receive good and valid title to the Material, free and clear of all encumbrances and liens of any kind. If any additional warranty beyond the foregoing is desired by Buyer, such warranty must be separately discussed and agreed upon in writing with a NanoTech Materials representative prior to execution of the Contract. Where an additional warranty is agreed upon, issuance of such warranty is contingent upon satisfaction of all parameters outlined in the applicable NanoTech Materials Applicator Agreement, including but not limited to where relevant: (i) submission of a Project Identification Number (PIN) with project plan and supporting photographs; (ii) completion of a final inspection by an authorized NanoTech Materials representative; and (iii) receipt of full payment by NanoTech Materials. No warranty shall be issued until all applicable conditions are confirmed as satisfied in NanoTech Materials' sole discretion.

13. REMEDY FOR DEFECTIVE OR NON-CONFORMING MATERIAL The Buyer shall notify the Seller, in writing, of any claim that any of the Material is defective or non-conforming within five (5) business days from the date the Buyer discovers, or upon reasonable inspection should have discovered, such alleged defect or non-conformity (but in any event before the expiration of the applicable Warranty Period). The Buyer shall ship, at Buyer's risk of loss, such allegedly defective or non-conforming Material to the Seller's facility as designated by Seller upon Buyer's request for inspection and testing by the Seller; and if the Seller's inspection and testing reveals, to the Seller's reasonable satisfaction, that such Material is defective or non-conforming and any such defect or nonconformity has not been caused or contributed to by any of the factors described in the third sentence of Paragraph 12 ("Limited Warranty") above, the Seller shall in its sole discretion, and at its expense, (i) repair or replace such defective Material, or (ii) credit or refund the price of such defective or non-conforming Material less any applicable discounts, rebates or credits. If the Seller exercises its option to repair or replace, the Seller shall, after receiving the Buyer's shipment of such defective or non-conforming Material, ship to the Buyer, at the Seller's expense and risk of loss, the repaired or replaced Material pursuant to the "Delivery Terms" in the Contract. In no event shall the Buyer reconstruct, repair, alter, or replace any Material, in whole or in part, either itself or by or through any third party. The Buyer will be deemed to have accepted the Material unless it timely notifies the Seller in writing of any alleged defective or non-conforming Material in accordance with this paragraph.

14. WARRANTY EXCLUSIONS AND WAIVERS SELLER SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS REGARDING SPECIFIC CRITERIA OR STANDARDS OF FIRE RESISTANCE OF THE MATERIALS, EXCEPT AS MAY BE EXPRESSLY REPRESENTED IN SELLER'S SPECIFICATIONS REFERENCED AND SET FORTH IN THE CONTRACT. FURTHER, NOTWITHSTANDING ANYTHING IN THE CONTRACT TO THE CONTRARY, (I) PARAGRAPH 13 ABOVE SETS FORTH THE BUYER'S SOLE AND EXCLUSIVE REMEDY AND THE SELLER'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTY SET FORTH UNDER "LIMITED WARRANTY" IN PARAGRAPH 12 ABOVE, AND (II) EXCEPT AS PROVIDED IN PARAGRAPH 13, THE BUYER SHALL HAVE NO RIGHT TO RETURN THE MATERIAL TO THE SELLER. MOREOVER, EXCEPT FOR THE LIMITED WARRANTIES EXPRESSLY SET FORTH IN PARAGRAPH 12, NEITHER PARTY MAKES ANY WARRANTIES, AND EACH PARTY HEREBY DISCLAIMS ALL OTHER WARRANTIES, ORAL OR WRITTEN, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, RELATING TO THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE, AND ALL WARRANTIES ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE IN TRADE.

15. OTHER CLAIMS The Buyer must assert any claims in respect of the quantity of the delivered Material by written notice to the Seller within forty-five (45) calendar days from the date of delivery pursuant to the "Delivery Terms" in the Contract. The Buyer's notice must specify the nature of any such claim, the quantity of the Material against which the claim is made, reference data on the Material enabling its identification (e.g., waybills, delivery dates, contract number, grade, etc.), the amount of the claim in U.S. dollars, and the Buyer's proposal for the claim settlement (e.g., replacement, cash credit, price concession, etc.). The Buyer shall be deemed to have accepted the quantity of the delivered Material unless it provides written notice to the Seller under, and in accordance with the requirements of, this paragraph. The Seller shall have the right to verify, and the Buyer shall in good faith cooperate with the Seller's verification of, the quantity of the claimed Material at sight. In case of a dispute between the Seller and the Buyer, an inspection by an independent neutral and competent surveyor, mutually appointed by the Parties, shall be carried out with the costs of the inspection to be paid in full by the Party at fault and the Parties hereby agree to in good faith cooperate with such surveyor.

16. RETURN OF PRODUCTS

Except as expressly provided in Paragraph 13 (Remedy for Defective or Non-Conforming Material), the following provisions shall govern all voluntary returns of Material requested by Buyer.

No Material may be returned to Seller without Seller's prior written authorization and issuance of a Return Material Authorization ("RMA"). Buyer must submit any request for return within thirty (30) calendar days of the original shipment date and provide the applicable invoice number, purchase order number, product description, batch or lot number, quantity, and reason for the requested return. Issuance of an RMA does not constitute acceptance of the returned Material or an agreement to issue credit, replacement, exchange, or refund. Seller reserves the sole and absolute discretion to approve or deny any return request.

Only standard catalog Material that is unopened, unused, contained in its original factory-sealed packaging, bearing original labels and identification markings, within Seller's published shelf life, and continuously stored in accordance with Seller's applicable Technical Data Sheets (TDS), Safety Data Sheets (SDS), and written storage instructions may be eligible for return. Seller shall have the exclusive right to inspect all returned Material and determine whether such Material is in new and resalable condition. Seller's determination shall be final and binding.

The following Material is not eligible for return under any circumstances: custom manufactured Material; custom colors; private-label Material; special-order Material; Material manufactured for a specific project; Material produced to Buyer's specifications; opened, partially used, mixed, tinted, altered, or applied Material; sample or promotional Material; obsolete or discontinued Material; Material beyond its published shelf life; Material exposed to improper storage conditions, freezing temperatures, excessive heat, moisture, sunlight, contamination, or other conditions inconsistent with Seller's published requirements; hazardous materials that cannot legally be resold; or any Material that cannot reasonably be returned to commercial inventory.

Returns resulting from Buyer's overestimation of project quantities, project cancellation, engineering revisions, specification changes, scheduling delays, procurement errors, customer preference changes, or inventory reduction shall not be accepted.

Seller may, in its sole discretion, limit approved returns to no more than ten percent (10%) of the quantity of any individual Material originally purchased.

Approved returns shall be subject to a minimum restocking charge of twenty-five percent (25%) of the original invoice value. Seller reserves the right to increase the restocking charge to as much as fifty percent (50%) where additional inspection, laboratory testing, quality assurance review, repackaging, relabeling, disposal, hazardous material handling, administrative processing, inventory adjustments, or other extraordinary handling is required. Original freight, expedited freight, and shipping charges are non-refundable.

Buyer shall be solely responsible for all return freight charges, freight insurance, proper packaging, compliance with applicable transportation regulations, and all risk of loss until the returned Material is received and accepted by Seller. Seller reserves the right to designate the carrier, routing, and return location for all approved returns.

If Seller approves a return following inspection, Seller may, in its sole discretion, issue a credit memorandum, replace the Material, exchange the Material, or deny credit in whole or in part. Cash refunds shall not be required unless expressly agreed to by Seller in writing.

Nothing contained in this section shall expand the Limited Warranty set forth in Paragraph 12 or the remedies provided in Paragraph 13. Seller's decisions regarding return authorization, inspection results, eligibility for return, restocking charges, credits, replacements, exchanges, or rejection of returned Material shall be final and binding.

17. GENERAL INDEMNIFICATION Seller shall defend, indemnify, and hold harmless Buyer, its subsidiaries, affiliates, successors or assigns, and their respective directors, officers, shareholders, managers, members, advisors, and employees (collectively, "Buyer's Indemnitees") against any and all third-party claims, actions, and demands, and all resulting loss, injury, death, damage, liability, deficiency, judgment, interest, award, penalty, fine, cost, or expense, including reasonable attorney and professional fees and costs (collectively, "Buyer's Losses"), to the extent arising out of or occurring in connection with the failure of the Material to conform with the terms of the Warranty above (subject to the limitations and waivers of the warranties in these Terms). Buyer and any contractor, installer, upstream user of the Material and/or any counterparty of the Buyer utilizing the Material (collectively, "**Buyer Indemnitors**") through an agreement with Buyer, shall defend, indemnify, and hold harmless Seller, its subsidiaries, affiliates, successors or assigns, and their respective directors, officers, shareholders, managers, members, advisors, and employees (collectively, "**Seller's Indemnitees**") against any and all loss, injury, death, damage, liability, claim, deficiency, action, judgment, interest, award, penalty, fine, cost, or expense, including attorney and professional fees and costs, the cost of enforcing any right to indemnification hereunder, and the cost of pursuing any insurance providers (collectively, "**Seller's Losses**"), arising out of or occurring in connection with Buyer's breach of the Contract, any Buyer Indemnitor's failure to comply with the Material specifications, including the applicable Technical Data Sheets (TDS), Safety Data Sheets (SDS), and other written instructions published by Seller, or for any Buyer Indemnitor negligence, willful misconduct, improper usage, or failure to properly maintain the Material, or against claims that the Material failed to meet specific performance standards, unless such specific performance standards are expressly warranted by Seller in the Warranty section above. To the extent the Buyer engages or sells to any contractor, installer, or other third party that will handle, apply, or use the Material, the Buyer shall include in its agreement with each such Buyer Indemnitor an obligation to comply with these Terms, including the indemnification obligations of this paragraph, and the Buyer shall remain responsible for the acts and omissions of each Buyer Indemnitor with respect to the Material as if they were the Buyer's own.

18. LIMITATION OF LIABILITY AND WAIVER OF CONSEQUENTIAL DAMAGES EXCEPT AS OTHERWISE PROVIDED IN THIS CONTRACT, IN NO EVENT WILL SELLER BE LIABLE UNDER ANY CIRCUMSTANCES TO BUYER FOR SPECIAL, INDIRECT, PUNITIVE, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES OR LOSSES, INCLUDING LOST PROFITS, LOSS OF BUSINESS OPPORTUNITY OR OTHER SIMILAR DAMAGES RESULTING FROM OR ARISING OUT OF THIS CONTRACT, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. MOREOVER, BUYER AND SELLER ACKNOWLEDGE AND AGREE THAT ANY LIABILITY FOR DAMAGES BY SELLER SHALL BE LIMITED TO THE REMEDIES IN PARAGRAPH 13, AND IN NO EVENT SHALL SELLER'S TOTAL LIABILITY EXCEED THE PURCHASE PRICE PAID BY THE BUYER FOR THE SPECIFIC MATERIAL GIVING RISE TO THE CLAIM. NO ARBITRATION, LAWSUIT, OR OTHER LEGAL ACTION, REGARDLESS OF FORM, ARISING OUT OF OR RELATING TO THE CONTRACT OR THE MATERIAL, INCLUDING NEGLIGENCE OR OTHER TORT-BASED CLAIMS, MAY BE BROUGHT BY THE BUYER MORE THAN ONE (1) YEAR AFTER THE DATE OF DELIVERY OF THE MATERIAL GIVING RISE TO THE CLAIM.

19. NOTICES All notices, requests, consents, claims, demands, waivers, and other communications under the Contract (each, a “**Notice**”) must be in writing and addressed to the other Party at its address as set forth in the Contract (or to such other address that the receiving Party may designate from time to time in accordance with this paragraph). All notices must be delivered by personal delivery, nationally recognized overnight courier or certified or registered mail (in each case, return receipt requested, postage prepaid). Notwithstanding the foregoing, Notice given by e-mail (with confirmation of transmission) will satisfy the requirements of this paragraph. Except as otherwise provided in the Contract, a Notice is effective only (a) upon actual receipt of such Notice by the receiving Party, and (b) if the Party giving the Notice has complied with the requirements of this paragraph.

20. SEVERABILITY If any term or provision of this Contract is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of the Contract or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon a determination that any term or provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify the Contract to effect the original intent of the Parties as closely as possible in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

21. FORCE MAJEURE Neither Party shall be liable or responsible to the other Party, nor be deemed to have defaulted under or breached the Contract, for any failure or delay in fulfilling or performing any term of the Contract, when and to the extent such failure or delay is caused by or results from acts beyond such Party's reasonable control, including, without limitation: (a) acts of God; (b) flood, fire, earthquake explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (d) any statute, law, ordinance, regulation, rule, code, constitution, treaty, common law, governmental order, or other requirement or rule of law of any local, state, federal, foreign or international governmental authority (including, without limitation, the imposition of sanctions¹ against any person or entity, including without limitation, any supplier, or otherwise restricting or impacting the performance of the Contract); (e) actions, embargoes, blockades, bans or other sanctions imposed on a Party or any third party, including without limitation any ban of products contracted for hereunder, or otherwise restricting or impacting the performance of the Contract and in effect on or after the date of the Contract; (f) action by any local, state, federal, foreign or international governmental authority, including, but not limited to, unavailability of any government-owned equipment used by the Seller or its suppliers; (g) national or regional emergency, including a pandemic; (h) strikes, labor stoppages, or slowdowns or other industrial disturbances; (i) shortage of raw materials, adequate power or energy sources or transportation facilities, or other disruption to the usual means of supply; and (j) epidemics and pandemics (including but not limited to COVID-19) (each a “**Force Majeure Event**”). Upon the occurrence of a Force Majeure Event that affects a Party's ability to fulfill or perform its obligations under the Contract the other Party shall have the option, in its sole discretion, to (i) cancel the Contract by written notice to the Party affected by the Force Majeure Event or (ii) delay performance thereunder for a period of time reasonably required by such Force Majeure Event, during which period the Contract shall remain in full force and effect; and, in each case, the Party affected by the Force Majeure Event shall in no event be liable or responsible to the other Party for any damages incurred by the other Party resulting from, arising out of, or otherwise in connection with such Force Majeure Event or the affected Party's actions in response thereto, including, but not limited to, any damages for the purchase of substitute or replacement of the Material or any damages resulting from any failure or delay of a Party to notify the other Party of such Force Majeure Event. This paragraph shall in no event apply to any of the Buyer's payment obligations under the Contract.

22. GOVERNING LAW This Contract shall be governed by, construed and enforced under the laws of the State of Texas without giving effect to its conflicts of law principles. Any dispute, controversy or claim arising out of or related to this Contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in the state of Texas in accordance with its Commercial Arbitration

¹ Sanctions means the economic sanctions laws, regulations, embargoes, or restrictive measures administered, enacted, or enforced by the US government (including, but not limited to, the US Department of the Treasury, Office of Foreign Assets Control, and the US Department of State); the United Nations; the United Kingdom; the European Union; or any other government or authority relevant to this Agreement.

Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitration shall be the sole and exclusive forum for resolution of such dispute, controversy or claim, and the award rendered shall be final and binding; provided, however, that either Party may seek temporary, preliminary, or other equitable relief (including injunctive relief and specific performance) from a court of competent jurisdiction as contemplated by Paragraph 26, without thereby waiving its right to arbitrate.

23. ASSIGNMENT Neither of the Parties hereto has the right to assign its rights and/or obligations under the Contract to any third party without the prior written consent of the other Party; provided, that the Seller may negotiate with a bank or another financial institution or an intermediary an assignment agreement for the purpose of financing the Material, which financing shall not require notice to, or the consent of, the Buyer. The Contract is binding on and inures to the benefit of the Parties to the Contract and their respective successors and permitted assigns. Any purported assignment or delegation in violation of this Section shall be null and void. No assignment or delegation shall relieve a Party of any of its obligations hereunder.

24. REMITTANCES The Seller may instruct that remittances shall be sent to a bank or other receiving agency or depository. No receiving agency or depository has authority to settle claims for the Seller or to accept payment tendered as payment in full. The Buyer agrees that notwithstanding any endorsements or other legend appearing on the Buyer's checks, drafts or other orders for payment of money, such checks, drafts or other orders do not because of such endorsement or legend, or otherwise, constitute payment in full or settlement of any claim that the Seller may have against the Buyer.

25. REMEDIES; TERMINATION The Buyer reserves the right to terminate the Contract or to cancel any order under the Contract in the event of any breach by the Seller of any of the terms of the Contract that remains uncured seven (7) days after Seller's receipt of written Notice from Buyer describing the breach. If the Seller becomes insolvent, is generally unable to pay, or fails to pay, its debts as they become due, files a petition for bankruptcy, or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization, or assignment for the benefit of creditors, then the Buyer may terminate the Contract upon written notice to Seller. If the Buyer fails to pay any undisputed amount when due, the Seller may, in addition to all other rights and remedies available to it, upon written notice to the Buyer: (i) suspend production, shipment, or delivery of any Material until all past-due undisputed amounts have been paid in full; (ii) require payment in advance, or other adequate assurance of payment satisfactory to the Seller, for any future deliveries; and/or (iii) terminate the Contract or cancel any order, in whole or in part, if such failure continues for seven (7) days after the Buyer's receipt of written notice of nonpayment. The Seller may also terminate the Contract upon written notice to the Buyer if (a) the Buyer becomes insolvent, is generally unable to pay, or fails to pay, its debts as they become due, files a petition for bankruptcy, or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization, or assignment for the benefit of creditors, or (b) the Seller reasonably determines, based on the Buyer's financial condition, payment history, or other credit information, that the Buyer's ability to perform its payment obligations is impaired, and the Buyer fails to provide adequate assurance of payment within seven (7) days after the Seller's written request. No suspension or termination under this paragraph shall relieve the Buyer of its obligation to pay for Material already delivered or in production.

26. GENERAL TERMS Upon a Party's reasonable request, the other Party shall, at its sole cost and expense, execute and deliver all such further documents and instruments, and take all such further acts, necessary to give full effect to the Contract. The headings in the Contract are for reference only and do not affect the interpretation of the Contract. No waiver under the Contract is effective unless it is in writing and signed by the Party waiving its right. Any waiver authorized on one occasion is effective only in that instance and only for the purpose stated and does not operate as a waiver on any future occasion. All rights and remedies provided in the Contract are cumulative and not exclusive, and the exercise by either Party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, in any other agreement between the Parties or otherwise. In addition to any and all other rights and remedies that may be available to each Party at law, at equity, or otherwise in respect of any breach of the Contract, each Party shall be entitled to seek equitable relief, including a temporary restraining order, an injunction, specific performance, and any other relief that may

be available from a court of competent jurisdiction, without any requirement to post a bond or other security, and without any requirement to prove actual damages or that monetary damages will not afford an adequate remedy. Nothing in the Contract is intended to create any partnership, joint venture, or other relationship (other than an independent contractor relationship) between the Parties. Nothing in the Contract results in any other person or entity being a third-party beneficiary of the Contract. The Contract and these Terms may be executed in one or more counterparts, which taken together shall constitute one and the same instrument. The Contract and these Terms may be executed electronically and delivered by email or other means of electronic communication (including as a .pdf attachment to an email) without any requirement for the delivery of original signatures.

27. ESTIMATING It is the sole responsibility of the Buyer/Purchaser to determine and verify the quantities of Material required for any project or application. NanoTech Materials does not assume any responsibility for estimating quantities of Material. Any quantity estimates, recommendations, or suggestions provided by NanoTech Materials or its representatives are offered solely as a courtesy and are not binding. Buyer must review and approve the Sales Order prior to the commencement of any order fulfillment. By approving the Sales Order, Buyer confirms that the quantities and specifications set forth therein are accurate and sufficient for Buyer's intended purposes. NanoTech Materials shall bear no liability for any shortage, excess, or waste of Material resulting from Buyer's failure to accurately estimate quantities.

28. STORAGE Buyer is responsible for storing all Material in accordance with the storage parameters specified in the applicable Technical Data Sheets (TDS), which are available at www.nanotechmaterials.com. Failure to store Material in accordance with the specified parameters may result in a change in material condition and/or render the Material non-usable. In the event that the condition of the Material changes while in storage and NanoTech Materials' quality team, in its sole discretion, determines that such change was caused by improper storage conditions, NanoTech Materials shall bear no responsibility for: (i) the cost of replacing the affected Material; or (ii) the disposal of any Material deemed non-usable as a result of improper storage. All determinations regarding the cause of any change in material condition shall be made exclusively by NanoTech Materials' quality team, whose determination shall be final and binding.