

# VESERIS STANDARD TERMS & CONDITIONS OF SALE

Updated April 2026

These Standard Terms and Conditions of Sale ("Agreement") apply to your ("Buyer") purchase of products, including, without limitation, training materials ("Products") and/or services ("Services") from ES OpCo USA LLC ("Seller"). As used in this Agreement, "Seller" includes the affiliates of ES OpCo USA LLC. THIS AGREEMENT SHALL APPLY UNLESS BUYER AND SELLER HAVE ENTERED INTO A SEPARATE MASTER AGREEMENT OR OTHER NEGOTIATED CONTRACT SIGNED BY BOTH PARTIES THAT EXPRESSLY GOVERNS THE PURCHASE OF THE PRODUCTS AND/OR SERVICES.

1. **EXCLUSIVE TERMS.** This Agreement, together with any Order Confirmation (as defined herein) and applicable price sheets, constitutes the complete and exclusive agreement between Buyer and Seller for the purchase and sale of Products and/or Services. Buyer's acceptance of Products and/or Services or submission of any order constitutes Buyer's acceptance of this Agreement. Any terms or conditions in Buyer's purchase orders, acknowledgments, or other documents that are different from, or in addition to, the terms of this Agreement are expressly rejected and shall have no effect. In the event of any conflict or inconsistency between this Agreement and any Order Confirmation, quotation, invoice, or other document, this Agreement shall control unless the conflicting provision in such other document is expressly stated to amend or supersede a specific provision of this Agreement and is signed by an authorized representative of Seller. Any written quotation or offer by Seller to sell Products and/or Services to Buyer is subject to change or withdrawal until Seller issues an Order Confirmation.
2. **QUOTES; ORDERS; PRICE.** All quotes of Seller shall be in writing and, unless otherwise expressly stated in the quote, expire on the 30<sup>th</sup> day following issuance. An order is deemed accepted when Seller issues a written confirmation of acceptance or receipt (each, an "Order Confirmation"), whether provided electronically or in person. Quoted prices are based upon present taxes (other than sales taxes), freight rates, United States tariff classifications, and import duties. In the event of any discrepancy, prices stated on the Order Confirmation shall control. Buyer shall pay any increased costs resulting from changes in taxes, tariffs, or duties, or from Buyer's selection of means of transportation. Buyer shall reimburse Seller for all taxes (sales, use, excise, and other taxes incurred through the commercial transaction) or other charges by any national, state, or municipal government upon the sale, use, production, or transportation of Products and/or Services which Seller is required to pay. If Buyer is exempt from any taxes, it must provide Seller with appropriate exemption documentation with each order. Seller reserves the right to suspend or cancel any order if Buyer has any outstanding payments due or is not in good standing. Prices quoted assume relative stability in Seller's underlying costs for materials, energy, labor, and transportation (including applicable tariffs and duties). Seller reserves the right to adjust prices on accepted orders if any of these costs increase materially.
3. **PRICE ADJUSTMENTS.** Seller may adjust Product prices upon written notice to Buyer. Buyer may suspend orders immediately upon notice of a price increase. In the event price protection is stated in a written agreement between the parties, Seller may temporarily suspend such Product's price protection in extraordinary market conditions as determined by Seller in its discretion, provided Seller gives Buyer reasonable written notice and a brief description of the triggering condition. Seller shall reinstate the Product's price protection upon Seller's determination that such market condition for the Product is no longer extraordinary.
4. **PROMOTIONAL PRICING.** Seller may, at its discretion, offer limited-time promotional discounts, seasonal pricing, or other special pricing programs (collectively, "Promotions"). Buyer acknowledges that any such Promotions constitute offers only and do not create a binding sale unless Buyer submits an order during the applicable promotional period for which Seller issues an Order Confirmation. Each Promotion is subject to an expiration date established by Seller in its sole discretion. To receive promotional pricing, Buyer must submit its order prior to the stated expiration date for such Promotion. Orders received after such expiration date will be priced at Seller's non-discounted prices. Seller may modify, suspend, or discontinue any Promotion at any time without prior notice. Unless otherwise specified, Promotions may not be combined with other discounts, rebates, or special pricing arrangements.
5. **PAYMENT.** Unless Seller has extended credit terms to Buyer in writing, payment in full is required prior to shipment of Products or commencement of Services. Where credit has been approved, payment is due within 30 days of the invoice date, unless the Order Confirmation specifies otherwise. All amounts are payable in U.S. dollars. Overdue amounts shall accrue a late charge of 1.5% per month (18% per annum), or the maximum rate permitted under applicable law, whichever is less. Notwithstanding any other provision of this Agreement, if any charge hereunder is determined to constitute interest that would cause the aggregate interest to exceed the maximum lawful rate, such charge shall be automatically reduced to the highest rate permitted by law. Buyer shall be responsible for all collection costs, including reasonable attorneys' fees. Seller may revoke or modify Buyer's credit terms at any time in its sole discretion, including based on changes in Buyer's financial condition or creditworthiness. Upon any such revocation, Buyer must prepay for all subsequent orders.
6. **CANCELLATION AND RETURNS.** Orders may not be canceled or modified by Buyer without Seller's prior written consent, which Seller may grant or withhold in its sole discretion. If Seller permits cancellation, Buyer shall be responsible for any restocking fees, handling charges, and other costs incurred by Seller, and Seller may retain any deposits previously paid. For Products that have been completed, are in production, or have been specially ordered at the time of a cancellation request, Buyer shall pay the full purchase price less any salvage value as reasonably determined by Seller. Products may only be returned with Seller's prior written authorization and in accordance with Seller's return policy then in effect. Buyer should contact Seller for information regarding returns and any applicable restocking fees.
7. **TITLE AND RISK OF LOSS.** Unless otherwise specified in the Order Confirmation, risk of loss and title to Products shall pass to Buyer when Seller delivers the Products to the carrier at Seller's shipping point; provided, however, that if Products are shipped in Seller's vehicles, title and risk of loss shall transfer to Buyer when the vehicle first arrives at Buyer's property. Buyer shall unload railroad tank cars within 48 hours (Sundays and holidays excepted). All shipment dates are estimates only, and Seller shall not be liable for any loss, damage, or expense arising from shipping delays or variances from estimated delivery dates.
8. **LIMITED WARRANTY.**
  - a. Buyer is solely responsible for determining the fitness and suitability of Products for the use contemplated by Buyer. Seller warrants that Seller-branded Products conform to Seller's published specifications at the time of shipment. With respect to Services provided by Seller, Seller warrants that: (a) such Services will be performed in a professional and workmanlike manner consistent with generally accepted industry standards; and (b) if applicable, such Services will materially conform to any written description provided by Seller. Buyer acknowledges that Seller acts as a distributor for products manufactured by third parties ("Resale Products"). Seller makes no independent warranty regarding Resale Products; any warranty for such products is limited to the warranty, if any, provided by the original manufacturer, and then only to the extent such manufacturer authorizes Seller to extend its warranty to Buyer. All warranty claims for Resale Products must be made directly to the applicable manufacturer. The foregoing limited warranties shall not apply and Seller shall have no liability under such limited warranties if (i) Buyer or any end user continues to use the Products after providing written notice to Seller of any alleged defect or nonconformity; (ii) any defect or nonconformity resulting from Buyer's or any end user's failure to comply with Seller's written or oral instructions concerning proper storage, installation, application, use, or maintenance of the Products; (iii) Buyer or any other person modifies, alters, or attempts to repair the Products without first obtaining Seller's express written approval; (iv) any defect resulting from ordinary wear and tear over time; or (v) the Products have been used, stored, or operated under conditions or in environments exceeding the specifications or tolerances established by Seller or the applicable manufacturer.
  - b. THE WARRANTIES SET FORTH IN THIS SECTION 8 ARE THE SOLE AND EXCLUSIVE WARRANTIES PROVIDED BY SELLER AND ARE IN LIEU OF ALL OTHER WARRANTIES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, SELLER MAKES NO REPRESENTATION OR WARRANTY AS TO THE PRODUCTS AND DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO ALL PRODUCTS, INCLUDING ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, TITLE, OR NON-INFRINGEMENT, AND ANY WARRANTIES THAT MAY ARISE FROM COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE. SELLER DOES NOT WARRANT, GUARANTEE, OR MAKE ANY REPRESENTATIONS REGARDING THE USE OF OR THE RESULTS OF THE USE OF THE PRODUCTS.
  - c. BUYER ACKNOWLEDGES AND AGREES THAT CERTAIN PRODUCTS SOLD BY SELLER, INCLUDING WITHOUT LIMITATION, THOSE PRODUCTS DERIVED FROM OR CONTAINING NATURAL, BIOLOGICAL, OR ORGANIC MATERIALS (COLLECTIVELY, "NATURAL PRODUCTS"), ARE INHERENTLY VARIABLE AND MAY DIFFER IN APPEARANCE, COMPOSITION, TEXTURE, COLOR, SCENT, CONCENTRATION, OR OTHER PHYSICAL CHARACTERISTICS FROM BATCH TO BATCH OR FROM ANY SAMPLE, IMAGE, OR PRODUCT DESCRIPTION PROVIDED BY SELLER. SUCH VARIATIONS ARE INHERENT TO THE NATURE OF THESE PRODUCTS AND DO NOT CONSTITUTE A DEFECT, NONCONFORMITY, OR BREACH OF ANY WARRANTY OR OBLIGATION OF ANY OF SELLER UNDER THIS AGREEMENT. BUYER MAY NOT REJECT, RETURN, OR ASSERT ANY CLAIM AGAINST SELLER ON THE BASIS OF ANY SUCH NATURALLY OCCURRING VARIATION. NATURAL PRODUCTS ARE PROVIDED TO BUYER "AS IS" AND "AS AVAILABLE," WITH ALL INHERENT VARIABILITY, AND WITHOUT ANY WARRANTY OF ANY KIND, WHETHER EXPRESS, STATUTORY, OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR CONFORMITY TO ANY SAMPLE, MODEL, OR DESCRIPTION, EXCEPT TO THE EXTENT THAT SUCH PRODUCT FAILS TO MEET SELLER'S PUBLISHED SPECIFICATIONS AT THE TIME OF SHIPMENT.
  - d. BUYER ACKNOWLEDGES AND AGREES THAT HARDSCAPE PRODUCTS, INCLUDING WITHOUT LIMITATION PRODUCTS CONTAINING STONE, BRICK, SLATE, OR OTHER NATURALLY FORMED MINERAL OR PETRIFIED MATTER (COLLECTIVELY, "HARDSCAPE PRODUCTS"), MAY VARY IN SIZE, SHAPE, COLOR, TEXTURE, AND OTHER PHYSICAL CHARACTERISTICS DUE TO THEIR NATURAL COMPOSITION, SAMPLES, PHOTOGRAPHS, ONLINE IMAGES, AND PRODUCT DOCUMENTATION ARE PROVIDED FOR REFERENCE ONLY AND MAY NOT ACCURATELY REPRESENT THE HARDSCAPE PRODUCTS ACTUALLY DELIVERED. ANY LABORATORY TESTING PERFORMED ON HARDSCAPE PRODUCTS IS CONDUCTED ON LIMITED SAMPLES AND MAY NOT REFLECT THE CHARACTERISTICS OF ALL PRODUCTS IN A SHIPMENT. BUYER MAY NOT REJECT, RETURN, OR ASSERT ANY CLAIM AGAINST SELLER BASED ON VARIATIONS IN SIZE, COLOR, TEXTURE, OR SHAPE OF HARDSCAPE PRODUCTS. HARDSCAPE PRODUCTS ARE SOLD "AS IS," WITH ALL FAULTS AND INHERENT VARIABILITY, AND WITHOUT ANY WARRANTY OF ANY KIND, WHETHER EXPRESS, STATUTORY, OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR CONFORMITY TO ANY SAMPLE, MODEL, OR DESCRIPTION. HARDSCAPE PRODUCTS ARE SOLD AS RAW MATERIALS AND NOT AS INSTALLED PRODUCTS; SELLER MAKES NO WARRANTIES REGARDING THE INSTALLATION OF HARDSCAPE PRODUCTS, AND ANY INSTALLATION WARRANTIES ARE THE SOLE RESPONSIBILITY OF THE APPLICABLE INSTALLER OR INSTALLATION SYSTEM DESIGNER. SELLER SHALL NOT BE LIABLE FOR ANY LOSS ARISING FROM THE USE OF THIRD-PARTY PRODUCTS OR INSTALLATION PROVIDERS IN CONNECTION WITH HARDSCAPE PRODUCTS. SELLER DOES NOT RECOMMEND THE USE OF ACIDS, CHEMICAL SEALERS, OR ICE MELT PRODUCTS WITH HARDSCAPE PRODUCTS, AND BUYER ASSUMES ALL RISKS RESULTING FROM THE USE OF SUCH PRODUCTS. BUYER SHALL FOLLOW ALL APPLICABLE MANUFACTURER INSTRUCTIONS BEFORE USING ANY CLEANING, SEALING, OR TREATMENT PRODUCTS ON HARDSCAPE PRODUCTS. WHEN CUTTING, TRIMMING, OR SAWING STONE OR OTHER HARDSCAPE PRODUCTS, BUYER SHALL USE APPROPRIATE PROTECTIVE EQUIPMENT, INCLUDING SAFETY GLASSES, GLOVES, AND PROTECTIVE CLOTHING. DRY SAWING OF HARDSCAPE PRODUCTS IS NOT RECOMMENDED, AS THE RESULTING DUST MAY CONTAIN CRYSTALLINE SILICA, WHICH MAY POSE HEALTH HAZARDS; WET SAWING IS RECOMMENDED.
  - e. NOTHING IN THIS SECTION 8 LIMITS OR MODIFIES BUYER'S OBLIGATIONS UNDER SECTION 17 (PRODUCT STEWARDSHIP) OR SECTION 24 (COMPLIANCE WITH LAWS) OF THIS AGREEMENT.
9. **REMEDIES.** Seller's liability and Buyer's exclusive remedy for Products failing to conform with the limited warranties set forth in Section 8 above is exclusively limited, at Seller's option, to replacement of the defective Products or refund of the purchase price of such Products. For Services, Seller's liability for any defective Service is limited, at Seller's option, to re-performing the service or refunding the fees paid for such service. THE REMEDIES SET FORTH IN THIS SECTION 9 ARE BUYER'S SOLE AND EXCLUSIVE REMEDIES AND SELLER'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTIES SET FORTH IN SECTION 8 ABOVE.
10. **INDEMNITY.** Buyer acknowledges that it is the sole responsibility of Buyer to determine and verify the suitability of the Products for Buyer's use. Buyer shall indemnify, defend, and hold harmless Seller and its affiliates and each of their respective officers, directors, employees, agents, successors, and assigns (collectively, the "Seller Parties") from and against any and all claims, demands, actions, causes of action,

suits, proceedings, losses, damages, liabilities, judgments, settlements, fines, penalties, costs, and expenses (including reasonable attorneys' fees, expert witness fees, and costs of investigation) (collectively, "Losses") arising out of or relating to (i) any bodily injury, illness, disease (including latent or chronic conditions), death, or damage to or destruction of property (including environmental contamination and natural resource damages) to the extent caused by, connected with, or attributable to the Products after delivery to Buyer, including any storage, handling, transport, application, use, misuse, disposal, or release of the Products by Buyer or any third party to whom Buyer directly or indirectly makes the Products available, (ii) any breach by Buyer of any representation, warranty, obligation, or covenant under this Agreement, (iii) any failure by Buyer to comply with applicable federal, state, or local laws, regulations, ordinances, permits, or orders relating to the Products, including the Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA), the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), the Resource Conservation and Recovery Act (RCRA), and any analogous state statutes, (iv) any failure by Buyer to comply with applicable labeling requirements, use restrictions, application instructions, or safety precautions established by FIFRA, EPA, state regulatory authorities, or the applicable product manufacturer for the Products, including but not limited to any failure to ensure that persons who use or apply the Products have access to and comply with all applicable product labels, Safety Data Sheets, and use instructions, (v) any claims by Buyer's employees, agents, contractors, customers, or end users arising from exposure to or contact with the Products to the extent such claims arise from Buyer's acts or omissions, including Buyer's failure to comply with applicable safety, training, or protective equipment requirements under federal or state law, and (vi) any product recall, corrective action, or market withdrawal attributable in whole or in part to Buyer's acts or omissions, including the costs of notification, retrieval, transportation, storage, disposal, replacement, and any associated regulatory compliance costs. Buyer's obligation to defend the Seller Parties shall arise immediately upon tender of the claim by any Seller Party and shall not be contingent upon a final adjudication of liability. Buyer shall assume the defense of any claim upon receipt of written notice from a Seller Party, using counsel reasonably acceptable to the Seller Party. The applicable Seller Party shall have the right, but not the obligation, to participate in the defense at its own expense with counsel of its choosing. Buyer shall not settle, compromise, or consent to the entry of any judgment with respect to any claim without the prior written consent of the affected Seller Party, which consent shall not be unreasonably withheld, conditioned, or delayed, provided that no settlement shall require any admission of liability or wrongdoing by a Seller Party or impose any non-monetary obligation on a Seller Party without such Seller Party's prior written consent in its sole discretion.

11. **LIMITATION ON LIABILITY.** TO THE FULLEST EXTENT PERMITTED BY LAW, SELLER SHALL NOT BE LIABLE FOR INCIDENTAL, SPECIAL OR CONSEQUENTIAL, INDIRECT, EXEMPLARY OR PUNITIVE DAMAGES, LOST PROFITS, LOST REVENUE, BUSINESS INTERRUPTION, DOWNTIME, LOSS OF BUSINESS OPPORTUNITY OR GOODWILL, COST OF SUBSTITUTE PRODUCTS, OR COSTS OR LOSSES NOT ASSOCIATED WITH DIRECT PHYSICAL DAMAGE TO PROPERTY, IN EACH CASE FROM ANY CAUSE OR FOR ANY REASON WHATSOEVER ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT OR THE PRODUCTS (INCLUDING NON-AVAILABILITY) OR SERVICES AND IRRESPECTIVE OF WHETHER THE CLAIM ARISES FROM ACTUAL OR ALLEGED BREACH OF WARRANTY, INDEMNIFICATION, BREACH OF CONTRACT, PRODUCT LIABILITY, CONTRIBUTION OR ANY OTHER LEGAL THEORY. TO THE FULLEST EXTENT PERMITTED BY LAW, SELLER SHALL NOT BE LIABLE FOR ANY CLAIMS TO THE EXTENT ARISING FROM BUYER'S OR ANY THIRD PARTY'S MISUSE OF THE PRODUCTS, IMPROPER APPLICATION OF THE PRODUCTS, NEGLIGENT HANDLING OF THE PRODUCTS, OR FAILURE TO FOLLOW PRODUCT INSTRUCTIONS, LABELS OR APPLICABLE LAWS. IN NO EVENT SHALL SELLER'S TOTAL LIABILITY UNDER THIS AGREEMENT EXCEED THE PURCHASE PRICE PAID BY BUYER FOR THE PRODUCTS AND/OR SERVICES GIVING RISE TO THE CLAIM DURING THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. THIS SECTION 11 (a) APPLIES TO THE SELLER PARTIES AND SELLER'S LICENSORS, DISTRIBUTORS AND SUPPLIERS, (b) REFLECTS AN ALLOCATION OF RISK BETWEEN SELLER AND BUYER IN VIEW OF THE PURCHASE PRICE OF THE PRODUCTS AND/OR SERVICES, AND (c) APPLIES EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF THE DAMAGES AND REGARDLESS OF WHETHER SUCH CLAIMS ARE FOUNDED IN WHOLE OR IN PART UPON ALLEGED OR ACTUAL NEGLIGENCE OF ANY OF THE SELLER PARTIES.

12. **CLAIMS.** Buyer must notify Seller in writing of any claims related to shipping or delivery (including missing, damaged, or incorrect Products) within five (5) business days after delivery. All other claims for shortages or non-conforming Products or Services must be submitted in writing to Seller within 30 days after Buyer's receipt of the applicable Product or Service. For latent defects or other claims not reasonably discoverable within such 30- day period (including defects discovered only during processing, further manufacture, use, or resale), Buyer must submit a written claim within 180 days after receipt of the applicable Product or Service. Buyer's failure to provide timely written notice as required herein shall constitute a complete waiver of any such claim. No Products may be returned without Seller's prior written authorization, and Seller shall not be responsible for return shipping costs unless specifically agreed in advance.

13. **CONTAINERS.** Seller retains ownership of all returnable containers. Buyer may use the containers only for the storage of original Product contents. Buyer shall return the containers to Seller empty and in good condition (substantially the same condition as when delivered, ordinary wear and tear excepted) within 90 days from the date of delivery. Buyer shall pay a deposit on all returnable containers. Seller shall credit the deposit, less handling fee, to Buyer's account if Buyer returns the containers F.O.B. Seller's return point in good condition within 90 days from the date of receipt by Buyer. If not returned within such 90 days, Seller may reject the containers and retain the full amount of the deposit.

14. **FORCE MAJEURE.** Seller is not liable for nonperformance or delay in performance caused by circumstances beyond Seller's control ("Force Majeure Event"). A Force Majeure Event includes, without limitation, (a) acts of God, war, riots, fire, explosions, floods, earthquakes, strikes, lockouts, injunctions, accidents, epidemics, pandemics, government-mandated shutdowns, Product short supply, unforeseen shutdown of major sources of supply, breakage of machinery or apparatus, or national emergency, (b) Seller's inability to obtain at prices Seller deems in its discretion to be commercially reasonable, the applicable Product, fuel, power, raw materials, labor, containers, or transportation facilities, (c) the occurrence of any unforeseeable contingency making performance impracticable, or (d) compliance in good faith with any applicable governmental statute, regulation, or order. Any delivery suspended as a result of a Force Majeure Event shall be cancelled without liability, but this Agreement shall otherwise remain unaffected. This section does not apply to payment obligations.

15. **PARTIAL SHIPMENTS; QUANTITY; ALLOCATION.** Seller may, in its sole discretion and without liability or penalty, make partial shipments of Products to Buyer. Each shipment shall constitute a separate sale, and Buyer shall pay for the Products shipped whether such shipment is in whole or partial fulfillment of Buyer's order. Seller is not obligated to deliver in any month more than a proportionate part of the maximum quantity specified, determined by dividing such maximum quantity by the total number of months included in the period of this Agreement. When in the opinion of Seller there is a period of shortage of supply of said Products for any reason, Seller may allocate its available supply among any or all of its customers upon such basis as it shall deem fair and practicable, with no liability on its part for failure to deliver the quantity or any portion therein specified.

16. **PRODUCT STEWARDSHIP.** Buyer agrees that Products will be used, handled, stored, transported, and disposed of in such a manner as is necessary for the safety and protection of persons, property, and the environment, and in accordance with the manufacturer's recommendations and applicable laws and regulations, including all applicable EPA, state, and local environmental and safety regulations specific to the Products. Buyer agrees to instruct its employees with respect to, and to make certain that they know and understand, procedures necessary to enable them to comply with the requirements set forth herein and make certain that they are adequately trained in the use, handling, storage, transportation, and disposition of the Products. Further, Buyer shall ensure that (i) the Products are used in accordance with their instructions and only for the purposes and in the manner for which they were designed and intended; (ii) all persons likely to use or come into contact with the Products receive copies of applicable instructions and documentation (including Safety Data Sheets) supplied by Seller or the relevant Resale Product manufacturer; and (iii) all third parties who use or may be affected by or rely upon the Products are given full and clear warning of any hazards associated with them.

17. **PRODUCT RECALLS AND SAFETY NOTICES.** If Seller becomes aware of a recall, safety alert, or post-sale hazard notification issued by a manufacturer, a governmental agency, or Seller with respect to any Product, Seller shall use commercially reasonable efforts to notify Buyer of such recall or safety notice. Buyer shall cooperate with Seller and, if applicable, the manufacturer in implementing any recall or corrective action, including by promptly ceasing distribution or use of affected Products, notifying downstream customers or end users as directed, and returning or disposing of affected Products in accordance with Seller's or such manufacturer's instructions. Buyer shall promptly notify Seller of any complaints, adverse events, or suspected defects related to any Product that come to Buyer's attention. Seller's obligations under this Section 17 are limited to providing notice and do not create any duty to monitor for recalls or to independently verify product safety.

18. **PROPRIETARY RIGHTS.** Seller and its licensors and suppliers, as applicable, reserve all right, title, and interest in any intellectual property rights contained or embodied in Products, or resulting from the Services, including any materials created or provided by Seller under this Agreement. Nothing in this Agreement will be deemed to grant to Buyer any ownership rights in or license rights to such intellectual property, other than a limited, non-exclusive, non-transferable right to use internally within Buyer's business the materials provided in connection with a service acquired hereunder by Buyer from Seller in such manner as reasonably anticipated by both Seller and Buyer.

19. **UPDATES; LIMITATION PERIOD.** Seller reserves the right to update this Agreement at any time, effective upon posting an updated version at <https://veseris.com/sales-terms/>; however, the terms and conditions of this Agreement in effect at the time of purchase shall apply to that purchase of Products or Services. SELLER SHALL NOT BE LIABLE FOR ANY CLAIM ARISING FROM AND/OR CONCERNING THIS AGREEMENT AND/OR THE PRODUCTS AND/OR SERVICES BROUGHT MORE THAN TWO (2) YEARS AND ONE (1) DAY AFTER THE OCCURRENCE CAUSING THE LOSS AND/OR DAMAGE GIVING RISE TO SUCH CLAIM (REGARDLESS OF WHETHER SUCH OCCURRENCE WAS DISCOVERABLE AT THE TIME).

20. **NOTICE TO CALIFORNIA CUSTOMERS.** Under California Health & Safety Code Section 25249.5 et seq. ("Proposition 65"), businesses are required to provide warnings when their products may expose individuals to chemicals identified by the State of California as causing cancer, birth defects, or other reproductive harm. Certain Products sold by Seller, including both Seller-branded Products and Resale Products, may contain one or more chemicals subject to Proposition 65 warning requirements. For information regarding specific chemicals contained in any Seller-branded Product, Buyer may contact Seller at 1-800-888-4897. For Resale Products, Buyer should contact the applicable third-party manufacturer directly. Additional information about Proposition 65 is available at <https://oehha.ca.gov/proposition-65>.

21. **GENERAL TERMS.** This Agreement shall be governed by the laws of the State of Texas, without regard to principles of conflicts of laws. The parties submit to the exclusive personal jurisdiction of the state and federal courts in Travis County, Texas. This Agreement, and any terms incorporated herein by reference, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior understandings or agreements, whether written or oral, with respect to that subject matter. The United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply to this Agreement. Buyer acknowledges reading this Agreement, understands these terms, and agrees to be bound by them. Except as expressly set forth herein with respect to quotes issued by Seller, this Agreement may not be altered, supplemented, or amended by the use of any other document unless otherwise agreed in writing by Seller. No delay or failure by Seller to exercise any right it has under this Agreement shall impair or be construed as a waiver of such right. A waiver of any provision of this Agreement by Seller must be in writing and shall not be construed as a waiver or modification of any other term hereof, or as a continuing waiver of any provision. If any part, term, or provision of this Agreement is held illegal, unenforceable, or in conflict with any applicable and enforceable law, the validity of the remaining portions or provisions of this Agreement shall not be affected, and the illegal, unenforceable, or conflicting part, term, or provision shall be reformed by a court of law with binding authority to the maximum extent possible to reflect the intent of this Agreement. The doctrine that any ambiguity contained in a contract shall be construed against the party that drafted the contract is expressly waived by each of the parties with respect to this Agreement. Buyer shall not assign its rights or delegate its duties under this Agreement, in whole or in part, without prior written consent of Seller.

22. **NOTICES.** All formal notices required or permitted under this Agreement shall be in writing and shall be deemed given when (a) delivered personally, (b) sent by confirmed email, (c) sent by commercial overnight courier with written verification of receipt, or (d) sent by registered or certified mail, return receipt requested, postage prepaid. Notices shall be sent to the addresses specified in the applicable Order Confirmation or to such other address as either party may specify in writing.

23. COMPLIANCE WITH LAWS. By purchasing Products from Seller, Buyer represents and warrants that: (a) it is a professional applicator, distributor, or commercial user of the Products; (b) it holds, and shall maintain throughout the term of this Agreement, all permits, licenses, registrations, certifications, and authorizations required by applicable federal, state, and local laws and regulations to purchase, possess, store, handle, use, and resell the Products; and (c) it has the training, expertise, and resources necessary to understand and comply with all product safety information, labeling, and application instructions provided by Seller or the applicable manufacturer. Buyer acknowledges that it has reviewed, or will review prior to use, all Safety Data Sheets, product labels, and technical documentation for Products purchased hereunder. Buyer shall comply with all applicable laws, regulations, and ordinances relating to the purchase, possession, storage, handling, use, transportation, and disposition of the Products. Without limiting the foregoing, Buyer is responsible for compliance with all California-specific pesticide laws and regulations applicable to Products purchased under this Agreement, including, but not limited to, registration, use restrictions, reporting requirements, and any applicable fees or assessments imposed by the California Department of Pesticide Regulation. Buyer shall comply with all export and import laws of all countries involved in the sale of the Products under this Agreement or any resale of the Products by Buyer. Buyer assumes all responsibility for shipments of Products requiring any government import clearance. Seller may terminate any order under this Agreement if any governmental authority imposes antidumping or countervailing duties or any other duties or penalties on the Products. Additionally, Buyer shall comply with applicable laws and regulations relating to anti-corruption, including, without limitation, (i) the United States Foreign Corrupt Practices Act (FCPA) (15 U.S.C. §§ 78dd-1 et seq.) irrespective of the place of performance, and (ii) laws and regulations implementing the Organization for Economic Cooperation and Development's Convention on Combating Bribery of Foreign Public Officials in International Business Transactions. Buyer further agrees to comply with all United States laws, regulations, or orders applicable to its purchase of Products hereunder, including, if applicable, all requirements of the International Traffic in Arms Regulations (ITAR) and the Export Control Reform Act of 2018 (ECRA) (50 U.S.C. §§ 4801 et seq.), and the Export Administration Regulations (EAR) promulgated thereunder, as may be amended. Buyer agrees that if export laws are applicable to its purchase of Products hereunder, it will not disclose or re-export any technical data received under this order to any countries for which the United States government requires an export license or other supporting documentation at the time of export or transfer, unless Buyer has obtained prior written authorization from the Bureau of Industry and Security (BIS), the Directorate of Defense Trade Controls (DDTC), or other authority responsible for such matters.

24. SURVIVAL. Provisions of this Agreement which by their nature should apply beyond their terms will remain in force after any termination or expiration of this Agreement, including, but not limited to, the provisions relating to limited warranty, warranty disclaimers, remedies, limitation of liability, indemnity, claims, proprietary rights, compliance with laws, governing law, jurisdiction, and this survival provision.