Fill in this information to identify the case:

Debtor Ascend Elements, Inc.

United States Bankruptcy Court for the: Southern District of Texas (State)

Case number 26-90440

Modified Official Form 410
Proof of Claim

04/25

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies or any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. **Do not send original documents;** they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to $500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) **that you received.**

Part 1: Identify the Claim

1. **Who is the current creditor?**

CYTEC INDUSTRIES INC.

Name of the current creditor (the person or entity to be paid for this claim)

Other names the creditor used with the debtor Syensqo Finance America LLC

2. **Has this claim been acquired from someone else?**

☑ No

☐ Yes. From whom? _____

3. **Where should notices and payments to the creditor be sent?**

Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)

Where should notices to the creditor be sent?	**Where should payments to the creditor be sent?** (if different)
See summary page	
Contact phone 6095782383	Contact phone _____
Contact email Matthew.Jacobs@syensqo.com	Contact email _____

(see summary page for notice party information)

Uniform claim identifier (if you use one):

_ _

4. **Does this claim amend one already filed?**

☑ No

☐ Yes. Claim number on court claims registry (if known) _____ Filed on _____ MM / DD / YYYY

5. **Do you know if anyone else has filed a proof of claim for this claim?**

☑ No

☐ Yes. Who made the earlier filing? _____

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Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. **Do you have any number you use to identify the debtor?**
   - ☐ No
   - ☑ Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: 2454

7. **How much is the claim?** $ 8,155.40 . **Does this amount include interest or other charges?**
   - ☑ No
   - ☐ Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. **What is the basis of the claim?**

   Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.

   Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).

   Limit disclosing information that is entitled to privacy, such as health care information.

   Goods sold

9. **Is all or part of the claim secured?**
   - ☑ No
   - ☐ Yes. The claim is secured by a lien on property.

     Nature or property:

     - ☐ Real estate: If the claim is secured by the debtor's principle residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.
     - ☐ Motor vehicle
     - ☐ Other. Describe: _____

     Basis for perfection: _____

     Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)

     Value of property: $_____

     Amount of the claim that is secured: $_____

     Amount of the claim that is unsecured: $_____ (The sum of the secured and unsecured amount should match the amount in line 7.)

     Amount necessary to cure any default as of the date of the petition: $_____

     Annual Interest Rate (when case was filed)_____%
     - ☐ Fixed
     - ☐ Variable

10. **Is this claim based on a lease?**
    - ☑ No
    - ☐ Yes. **Amount necessary to cure any default as of the date of the petition.** $_____

11. **Is this claim subject to a right of setoff?**
    - ☑ No
    - ☐ Yes. Identify the property: _____

26904402607160000000000003

12. **Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?**

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

☑ No

☐ Yes. *Check all that apply:*

	Amount entitled to priority
☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).	$_____
☐ Up to $3,800* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).	$_____
☐ Wages, salaries, or commissions (up to $17,150*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).	$_____
☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).	$_____
☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).	$_____
☐ Other. Specify subsection of 11 U.S.C. § 507(a)(__) that applies.	$_____

* Amounts are subject to adjustment on 4/01/28 and every 3 years after that for cases begun on or after the date of adjustment.

13. **Is all or part of the claim entitled to administrative priority pursuant to 11 U.S.C. § 503(b)(9)?**

☑ No

☐ Yes. Indicate the amount of your claim arising from the value of any goods received by the debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim.

$_____

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(3) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to $500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

☑ I am the creditor.

☐ I am the creditor's attorney or authorized agent.

☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgement that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 07/16/2026
MM / DD / YYYY

/s/Caio Henrique Rodrigues
Signature

Print the name of the person who is completing and signing this claim:

Name: Caio Henrique Rodrigues
First name | Middle name | Last name

Title: Credit Analyst

Company: CYTEC INDUSTRIES INC.
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address

Contact phone _____ Email _____

26904402607160000000000003

Verita (KCC) ePOC Electronic Claim Filing Summary

For phone assistance: Domestic (866) 927-7078 | International (310) 751-2651

Debtor:
26-90440 - Ascend Elements, Inc.
District:
Southern District of Texas, Houston Division

Creditor:
CYTEC INDUSTRIES INC.
Matthew Jacobs Global Business Unit Counsel,
4500 McGinnis Ferry Road

Alpharetta, GA, 30005
US
Phone:
6095782383
Phone 2:
Fax:
Email:
Matthew.Jacobs@syensqo.com

Has Supporting Documentation:
Yes, supporting documentation successfully uploaded
Related Document Statement:

Has Related Claim:
No
Related Claim Filed By:

Filing Party:
Creditor

Disbursement/Notice Parties:
Caio Henrique Rodrigues
Caio Henrique Rodrigues
4500 McGinnis Ferry Road

Alpharetta, GA, 30005
US
Phone:
Phone 2:
Fax:
E-mail:
caio.henriquerodrigues@syensqo.com

Other Names Used with Debtor:
Syensqo Finance America LLC

Amends Claim:
No
Acquired Claim:
No

Basis of Claim:
Goods sold

Last 4 Digits:
Yes - 2454

Uniform Claim Identifier:

Total Amount of Claim:
8,155.40

Includes Interest or Charges:
No

Has Priority Claim:
No

Priority Under:

Has Secured Claim:
No
Amount of 503(b)(9):
No
Based on Lease:
No
Subject to Right of Setoff:
No

Nature of Secured Amount:
Value of Property:
Annual Interest Rate:
Arrearage Amount:
Basis for Perfection:
Amount Unsecured:

Submitted By:
Caio Henrique Rodrigues on 16-Jul-2026 12:11:21 p.m. Pacific Time
Title:
Credit Analyst
Company:
CYTEC INDUSTRIES INC.

VN: B2339459EE859EFB7E13FC601F049729

SYENSQO

INVOICE

CYTEC INDUSTRIES INC.
2564 US HIGHWAY 1,
LAWRENCE TOWNSHIP, NEW JERSEY, 08648-4100
USA
Phone : 609 8604000

Tax ID # : 223268660

Ship-to address : 2095130
ASCEND ELEMENTS
133 FLANDERS RD
WESTBOROUGH MA 01581

Bill-to : 2095129
ASCEND ELEMENTS
133 FLANDERS RD
WESTBOROUGH MA 01581
For the attention of : INVOICE RECEIVER

Sold-to : 2095130
ASCEND ELEMENTS
133 FLANDERS RD
WESTBOROUGH MA 01581

Payer : 2095129
ASCEND ELEMENTS
133 FLANDERS RD
WESTBOROUGH MA 01581

INVOICE : 187068079 **02/26/2026**

YOUR CONTACT :
Maria LUCAS
Tel:
Fax:
E-mail: mariaeduarda.nogueiralucas@syensqo.com

Sales Agent : US / JENSEN Justin

CONDITIONS OF SALE :
30 days/Invoice date
Bank Transfer
PPA Shipping Point
DUE DATE : 03/28/2026
* Due date = last date by which cleared funds are due. If this is Sat / Sun / Bank holiday cleared funds are due by the previous last working day.

SHIP.COND. : Road LTL
FINAL DEST. : USA

ITEM	MATERIAL	QUANTITY	UNIT PRICE	NET VALUE NET VALUE **USD**	TAX TAX
10	Supplier Ref. 3733014 of01/20/2026 - Customer PO. 4500005147 O/ref : 143748 - Export Tariff Code: 2931490099 Import Tariff Code: 2931390018 **CYANEX® 272 EXTRACTANT** Dispatch Point : Niagara Falls Packed, ON (CANADA)				
		181 KG	7000.00 USD/DR	7,000.00	
	Freight Cost			717.90	
	State Tax State or GST Tax	7,717.90 USD	6.25%	437.50	
	Total Net value			7,717.90	
	Batch NF23J2401 - Country of origin : CANADA 181 KG Delivery note N° 86956486 of 01/22/2026 Transport document/Packing List No : 1101423785				
	State Tax		7,717.90	437.50	5.67%
	Gross weight : Please check on the Delivery Notes specified				

Unless otherwise provided above or in a written contract signed by the parties, pricing for Product shipments shall be based upon the price applicable on the expected date of delivery in Syensqo's last Order Confirmation issued prior to the shipment date, and all transportation costs, including freight, sales tax (if applicable), and other governmental fees, taxes and charges related to the sale of Product shall be added to the price. This sale of Products is governed by Syensqo's General Sales Terms and Conditions as attached hereto or on thereverse side hereof (accessible also at https://www.syensqo.com/en/terms-and-conditions-and-legal-notice) tothe exclusion of any other terms and conditions and all such other terms and conditions are hereby expressly rejected by Syensqo ,except that to the extent that Syensqo's General Sales Terms and Conditions are in conflict with any of the terms above, or those contained in a written contract signed by the parties, the terms above or in such contract will control. **For sales in Canada/Pour les ventes au Canada:** The parties expressly accept that the present Agreement as well as all notices, legal proceedings or other documents made pursuant hereto be drafted in English. Les parties acceptent expressement que la presente Entente, ainsi que tout avis, procédure judiciaire ou autre documents rediges à la suite des présentes, soit rédigé en anglais. **For sales in Mexico/Para ventas en México:** The Spanish version of these terms and conditions can be reviewed at the following link: https://www.syensqo.com/en/terms-and-conditions-and-legal-notice . Laversión en español de los presentes términos y condiciones podrá ser revisada en el siguiente enlace: https://www.syensqo.com/en/terms-and-conditions-and-legal-notice

SYENSQO

CYTEC INDUSTRIES INC.
2564 US HIGHWAY 1,
LAWRENCE TOWNSHIP, NEW JERSEY, 08648-4100
USA
Phone : 609 8604000
Tax ID # : 223268660

INVOICE

Ship-to address : 2095130
ASCEND ELEMENTS
133 FLANDERS RD
WESTBOROUGH MA 01581

Bill-to : 2095129
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WESTBOROUGH MA 01581

Payer : 2095129
ASCEND ELEMENTS
133 FLANDERS RD
WESTBOROUGH MA 01581

INVOICE : 187068079 **02/26/2026**

ITEM	MATERIAL	QUANTITY	UNIT PRICE	NET VALUE NET VALUE **USD**	TAX TAX

Please pay by ACH or wire transfer to:
Beneficiary: **Syensqo Finance (America), LLC**
Beneficiary Account **304669709**
Beneficiary Bank: **JP Morgan Chase NA, - New York, NY**
ABA Routing **021-000-021**
Swift Code: **CHASUS33 (if required)**
Please Reference Number: **70080187068079**

Total Net value	7,717.90 USD
TAX/TAX	437.50 USD
Total value	
TOTAL VALUE	**8,155.40 USD**

Unless otherwise provided above or in a written contract signed by the parties, pricing for Product shipments shall be based upon the price applicable on the expected date of delivery in Syensqo's last Order Confirmation issued prior to the shipment date, and all transportation costs, including freight, sales tax (if applicable), and other governmental fees, taxes and charges related to the sale of Product shall be added to the price. This sale of Products is governed by Syensqo's General Sales Terms and Conditions as attached hereto or on thereverse side hereof (accessible also at https://www.syensqo.com/en/terms-and-conditions-and-legal-notice.) tothe exclusion of any other terms and conditions and all such other terms and conditions are hereby expressly rejected by Syensqo ,except that to the extent that Syensqo's General Sales Terms and Conditions are in conflict with any of the terms above, or those contained in a written contract signed by the parties, the terms above or in such contract will control. **For sales in Canada/Pour les ventes au Canada:** The parties expressly accept that the present Agreement as well as all notices, legal proceedings or other documents made pursuant hereto be drafted in English. Les parties acceptent expressement que la presente Entente, ainsi que tout avis, procédure judiciaire ou autre documents rediges à la suite des présentes, soit rédigé en anglais. **For sales in Mexico/Para ventas en México:** The Spanish version of these terms and conditions can be reviewed at the following link: https://www.syensqo.com/en/terms-and-conditions-and-legal-notice . Laversión en español de los presentes términos y condiciones podrá ser revisada en el siguiente enlace: https://www.syensqo.com/en/terms-and-conditions-and-legal-notice

SYENSQO's General Sales Terms and Conditions

1. Price and Taxes - Products shall be priced at the price applicable hereunder on the date of shipment by Seller. Any tax, excise (manufacturer's or otherwise), fee, duty (import or export), assessment, or other charge which is imposed by any governmental authority upon the Products, transactions, and/or services contemplated hereunder (including the delivery, sale, use, production or consumption of the Products or privilege of doing any of the same), and/or which is imposed on or measured by the price of the Products or the proceeds of sale hereunder, and/or which is incurred by Seller in connection with the Products sold hereunder due to any governmental action concerning the regulation, control or limitation of greenhouse gases (each a "Tax"), shall be added to the price or prices set forth herein and shall be paid by Buyer or be reimbursed by Buyer to Seller in the event Seller may be required to pay any such Tax, unless said price or prices specifically state that they include any such Tax.

2. Purchase and Shipments - (a) Unless otherwise expressly agreed in this Agreement, Product shipments shall be made in approximately equal monthly quantities, provided that Seller reserves the right to limit monthly deliveries to the prorated estimated or minimum quantity provided for in this Agreement. Buyer shall submit written purchase orders to Seller specifying shipping instructions and desired quantities and delivery dates for Products, which purchase orders shall be subject to Seller's written acceptance. A time or date stated for delivery is an estimate only. Each Product shipment shall constitute a separate and independent transaction and Seller shall be entitled to be paid in full by Buyer for each such shipment without regard to any other; **(b)** Unless Buyer is purchasing Product(s) as an authorized Seller distributor or reseller, all purchases of Product(s) shall be used by Buyer solely and exclusively for further manufacturing, excluding the manufacture of biomaterials, and Buyer shall not resell or distribute the Product(s) to any third party in violation of such obligation; **(c)** If Buyer is an authorized Seller distributor or reseller of the Product(s), Buyer will not (i) resell the Product(s) to any party which engages in research concerning, or the production of, any military devices, armaments, or instruments of warfare of whatever type or form without having previously received Seller's written permission, or (ii) repackage the Product(s) from that provided by Seller or change or remove Seller labels without having previously received Seller's written permission; **(d)** Buyer shall unload and properly return any transportation equipment furnished by Seller as promptly as possible, and any demurrage or detention charges payable to Seller's transportation carrier which is not caused by fault of Seller shall be for the account of, and payable by, Buyer. Buyer will bear all risk of loss and damage to such transportation equipment while the equipment is located on Buyer's property or the property owner at any Buyer designated delivery location. If Seller's containers are furnished for shipment hereunder, all returnable containers are Seller's property and shall be used by Buyer only for proper storage of Seller's Product originally delivered therein and returned by Buyer within two (2) months of receipt to Seller's shipping point in good condition. Buyer shall make a deposit as security for the return of such containers, equal to Seller's current deposit charge therefor at the time of shipment, which deposit shall be credited to Buyer's account subject to Buyer's compliance with its return obligations or retained by Seller in addition to any other rights available to Seller if Buyer has not so complied with such obligations; **(e)** Unless otherwise expressly specified in the Agreement, Buyer shall take title to, and shall bear all risk of loss of, the Product(s) when they are loaded to the carrier at the shipping point and at all times during transit; **(f)** Freight charges incurred by Seller which are to be reimbursed by Buyer will not be adjusted for any allowances or payments Seller may receive from the carrier, including those for supply of equipment, or performance of services; **(g)** Buyer shall reimburse Seller for all reasonable costs and expenses incurred by Seller in providing any communication and emergency response system services in connection with Product sold hereunder, except to the extent that such services are required due to Seller's breach of this Agreement or Seller's negligence; and **(h)** for Composite division (formerly Cytec) Product sales, Seller will be entitled to an operational tolerance of plus/minus ten percent (10%) of any fixed quantity agreed with Buyer, and Buyer will be obligated to purchase and pay for such quantity.

3. Credit Terms - Payment is due thirty (30) days from the date of Seller's invoice. If a payment due date falls on a weekend or a holiday, payment is due on the first banking day prior. Credit terms are subject to change at any time by Seller in its sole discretion. The representations, warranties and agreements of Buyer in any application for credit from Seller are hereby incorporated by reference. Seller reserves the right to suspend further deliveries upon failure of Buyer to make any payment when due pursuant to this or any other agreement with Seller. Additionally, if, in the judgment of Seller, Buyer's financial responsibility becomes impaired, however evidenced, Seller may, among other remedies, refuse to deliver prior to Seller's receipt of payment in full from Buyer, or receipt of a letter of credit or other form of credit support or security acceptable to Seller in its sole discretion. Any delinquent or overdue invoices shall be subject to a finance charge of two percent (2%) per month or the maximum rate allowed by law, whichever is less.

4. Claims- Shipper's shipping weights shall be conclusive of Product shipment quantity unless proven to be erroneous by more than five percent (5.0%) from the amount stated in the relevant shipping documentation. Buyer's receipt at Buyer's destination of Product(s) delivered hereunder shall be an unqualified acceptance of, and waiver by Buyer, of any and all claims with respect to such Product(s) unless Seller receives written notice of such claim within thirty (30) days after Buyer's receipt or, in case of non-delivery, within thirty (30) days after the agreed date for delivery. In addition, legal proceedings concerning any cause of action accruing to Buyer and relating to this Agreement must be commenced within two (2) years after the date of such accrual, failing which Buyer will be deemed to have waived any and all claims with respect thereto.

5. Limitation of Liability; Indemnity - Buyer's exclusive remedy for any cause of action against Seller associated with this Agreement shall be limited to the recovery of monetary damages or, if requested by Buyer and agreeable to Seller in its discretion, the delivery of replacement Product, whether such cause of action is based on contract, warranty, negligence, strict liability, or otherwise, and such monetary damages shall not exceed the purchase price applicable hereunder to the Product(s) to which the cause of action relates. SELLER SHALL IN NO EVENT BE LIABLE TO THE BUYER FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES ARISING OUT OF THIS AGREEMENT, INCLUDING WITHOUT LIMITATION LOST GOODWILL, LOST PROFITS, INCREASED MANUFACTURING COST, OR BUSINESS INTERRUPTION, REGARDLESS OF THE FORM OR BASIS OF BUYER'S CAUSE OF ACTION. Buyer shall defend, indemnify and hold harmless Seller, Seller's affiliates, and their respective officers, employees, agents and representatives from any and all claims and liabilities that arise as result of Buyer's handling, storage, use or disposal of the Product(s) sold hereunder, except to the extent that any such claim or liability results from Seller's breach of its Product quality warranty hereunder or Seller's willful misconduct.

6. Force Majeure; Allocation - (a) In the event that a party's performance of any of its obligations hereunder (except for the payment of money) shall be delayed or prevented because of reasons which are not within such party's control, including without limitation compliance, whether voluntary or obligatory, with any law, decree, request or order of any governmental agency or authority, riots, war, terrorism, acts of sabotage, public disturbances, strikes, lockouts, differences with workmen, fires, floods, hurricanes, tornadoes, acts of God, epidemic, pandemic, mine collapse, accidents of navigation, breakdown of machinery or failure of transportation or transportation facilities, lack of access to roads, inability to obtain raw materials, fuel, power, labor, containers or transportation facilities (each a "force majeure event"), then such party shall be excused from liability for failure to perform such obligations caused by any such force majeure event. Quantities of Product(s) that are not delivered hereunder due to a force majeure event shall be deducted from the quantity of the relevant Product(s) that must be sold and purchased hereunder. If Seller is affected by a force majeure event, Seller will not be obligated to purchase or otherwise source replacement supplies of Product(s) for sale to Buyer hereunder from suppliers and/or manufacturing facilities different from those through which Seller obtained such Product(s) prior to the occurrence of such force majeure event. Notwithstanding anything to the contrary herein contained, the settlement of strikes or labor controversies shall remain within the sole discretion of the party so affected; (b) If for any reason shortages occur in Seller's supply of Product, Seller may allocate its available supply on such basis as is fair in Seller's reasonable judgment, without liability for any failure of performance which may result therefrom, taking into account factors Seller determines to be relevant, in its discretion, which may include the needs of regular customers not then under contract and the needs of Seller and its affiliates for further manufacture.

7. Governing Law - The formation of this Agreement and the rights and obligations of the parties hereunder will not be governed by the provisions of the United Nations Convention on Contracts for the International Sale of Goods, as amended, but shall be exclusively governed by and construed in accordance with the laws of the State of Delaware, U.S.A. expressly excluding any choice of law rules which may direct the application of the laws of any other jurisdiction.

8. Compliance with Export Regulations- Buyer acknowledges that all Products sold by Seller and any documentation and other technology of Seller are subject to applicable export control and sanction laws, regulations and orders. Buyer agrees to comply with all applicable export and re-export control laws and regulations, including the Export Administration Regulations (EAR) maintained by the U.S. Department of Commerce, trade and economic sanctions regulations maintained by the Treasury Department's Office of Foreign Assets Control (OFAC), and the International Traffic in Arms Regulations (ITAR) maintained by the Department of State. Buyer agrees to indemnify Seller (including its officers, directors, employees and agents) for any fines, penalties, claims, losses, damages, costs (including legal costs), expenses and liabilities that may arise as a result of Buyer's breach of this provision.

9. Warranties- The Seller represents and warrants that the Product(s) sold hereunder shall meet Seller's standard specifications for such Product(s) in effect at the time of manufacture or, if applicable, the particular specifications expressly agreed to in writing under the terms of this Agreement. SELLER MAKES NO OTHER WARRANTY, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ALL SUCH OTHER WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED BY SELLER. Determination of the suitability of the Product(s) sold hereunder for the uses and applications contemplated by Buyer is the sole and exclusive responsibility of Buyer. BUYER ASSUMES ALL RISK AND LIABILITY FOR ALL LOSS, DAMAGE OR INJURY TO PERSON OR PROPERTY, INCLUDING WITHOUT LIMITATION POLLUTION, ENVIRONMENTAL DAMAGE AND RESTORATION OR REMEDIATION LIABILITY, RESULTING FROM (I) THE USE OF SAID PRODUCT, WHETHER USED SINGLY OR IN COMBINATION WITH OTHER SUBSTANCES, OR (II) THE STORAGE HANDLING AND DISPOSAL OF THE PRODUCT. All technical advice and recommendations of Seller rendered to Buyer, if any, are intended for use by persons having the appropriate education and skill, and Seller shall not be liable for any use or non-use of such advice and/or recommendations.

10. Termination - If Buyer is in default with respect to any terms or conditions of this Agreement, then, in addition to any other legal remedy available to Seller, Seller may, at its option, defer further shipments hereunder until such default be remedied (in which event Seller may elect to extend the term of this Agreement for a time equal to that for which shipments were so deferred), or, Seller may by written notice terminate the Agreement without prejudice to its rights. In addition to the foregoing, Seller may, at its option and by written notice, terminate the Agreement without prejudice to its rights if (a) Buyer becomes insolvent or bankrupt, (b) under any applicable law, rule, regulation or order, Buyer is or becomes a sanctioned person or entity or any country or place where Product(s) are delivered hereunder is or becomes a barred destination, (c) there is any change in ownership or control of Buyer, (d) any regulation, order or decree is imposed that regulates or impact on the prices that may be charged by Seller or (e) Seller reasonably believes that the Product sold to Buyer is being used in an unsafe manner. If any provision hereof is, or becomes, violative of any law, or rule, order or regulation issued thereunder, Seller shall have the right, upon notice to Buyer, to cancel such provision, without effect upon the other provisions, or to cancel this Agreement in its entirety, in each case effective upon issuance of written notice to Buyer.

11. Federal Contractor - The Equal Opportunity Clause required by Executive Order 11246, as amended (41-CFR 60-1,4), the Employment Assistance to Veterans Clause required by Executive Order 11701 (41 CFR 60-250,4) and the Employment of the Handicapped Clause required by the Rehabilitation Act of 1973 (41 CFR 60- 741,4) are part of this Agreement and binding upon Buyer unless exempted by rules, regulations or orders of the Secretary of Labor. Unless exempted by rules, regulations or orders of the Secretary of Labor, **Seller and Buyer shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities**. Furthermore, unless exempted by rules, regulations or orders of the Secretary of Labor, **Seller and Buyer shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans**. The word "Contractor" in the above regulations and clauses shall mean Seller, as applicable.

12. Miscellaneous Terms - This Agreement contains the entire understanding between Buyer and Seller concerning the subject matter hereof, to the exclusion of any other agreement, understanding, representation or warranty. This Agreement may only be amended or modified by writing signed by both parties, and without limiting the foregoing, will not be changed amended or modified by Seller's acceptance of any purchase order issued by Buyer and containing inconsistent or supplemental terms or conditions, and all such terms set forth in Buyer's purchase orders or similar documents are hereby rejected by Seller. This Agreement shall be binding, and shall inure solely to the benefit of the parties and their respective successors and permitted assigns. Waiver by either party of any breach, or failure to enforce any of the terms and conditions of this Agreement at any time, shall not in any way affect, limit, or waive the right of that party thereafter to enforce this Agreement and compel strict compliance with every term and condition hereof. This Agreement may not be assigned, in whole or in part, by Buyer without the prior written consent of Seller. Seller may assign this Agreement without Buyer's consent to any affiliate of Seller or to a company or other entity acquiring all or substantially all of Seller's business to which this Agreement relates. The English version of this Agreement shall govern and control any translation of this Agreement into another language.

(Dated: November 2020)