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?**

CHONGQING JIANGBEIMACH CO., LTD

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

Other names the creditor used with the debtor

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)
CHONGQING JIANGBEIMACH CO., LTD NO 8 KANGMING RD YUZUI TOWN, JIANGBEI DISTRICT CHONGQING, CHONGQING 401133, CHINA	
Contact phone	Contact phone
Contact email jiangji@jiangbeimach.com	Contact email

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?

26904402608210000000000001

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: ___ ___ ___ ___

7. **How much is the claim?** $ 92954.85 . **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: _____

26904402608210000000000001

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 08/21/2026
MM / DD / YYYY

/s/HAO CHAO
Signature

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

Name HAO CHAO
First name Middle name Last name

Title PROJECT MANAGER

Company CHONGQING JIANGBEIMACH CO., LTD
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address

Contact phone _____ Email _____



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:
CHONGQING JIANGBEIMACH CO., LTD
NO 8 KANGMING RD
YUZUI TOWN, JIANGBEI DISTRICT
CHONGQING, CHONGQING, 401133
CHINA
Phone:
Phone 2:
Fax:
Email:
jiangji@jiangbeimach.com

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

Has Related Claim:
No
Related Claim Filed By:

Filing Party:
Creditor

Other Names Used with Debtor:

Amends Claim:
Yes
Acquired Claim:
No

Basis of Claim:
Goods sold

Last 4 Digits:
No

Uniform Claim Identifier:

Total Amount of Claim:
92954.85

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:
HAO CHAO on 21-Aug-2026 1:15:53 a.m. Pacific Time
Title:
PROJECT MANAGER
Company:
CHONGQING JIANGBEIMACH CO., LTD

VN: 4797CB137EE519F0DF24816461E37A1D

Equipment Purchase Agreement

This Agreement and the acceptance by Buyer of Seller's performance under this Agreement is expressly limited to and made conditional upon the exclusivity of these terms and conditions. Any proposal for additional or different terms or any attempt by Seller to vary, in any degree, any of the terms of this Agreement in connection with Seller's acceptance shall not operate as a rejection of this offer but shall be deemed a material alteration hereof. This offer shall be deemed accepted by Seller under these terms and conditions without any additional or different terms proposed by Seller. The terms and conditions of this Agreement may only be amended by Buyer's specific consent to the change and not by Buyer's full or partial acceptance of performance by Seller hereunder.

THIS EQUIPMENT PURCHASE AGREEMENT is made effective on the last date indicated above the parties' signatures below (the "**Effective Date**") by and between ASCEND ELEMENTS, INC., a corporation duly organized and existing under the laws of the State of Delaware of the United States ("**US**"), with its principal place of business at 133 Flanders Rd., Westborough, MA 01581 ("**Buyer**"), and the seller identified below ("**Seller**").

<table>
<tr><td colspan="2">Name (Exact Legal Name)

Chongqing Jiangbeimach Co.,Ltd</td><td colspan="2">Type of Entity (Individual, LLC, corporation etc.

LLC</td></tr>
<tr><td>Street Address
No.8,
Kangming Rd Yuzui
Town, Jiangbei
District</td><td>City
城市: Chong
qing, China</td><td>State
州: Chong qing</td><td>Zip Code
401133</td></tr>
<tr><td colspan="2">Telephone 手机号: 18996298702</td><td colspan="2">Fax Number 传真: 023-68237991</td></tr>
<tr><td colspan="2">Contact Name
联系人名字: haochao</td><td colspan="2">Email Address of Contact
Email address of contact联系邮箱地址:
haochao@jiangbeimach.com</td></tr>
</table>

1. Agreement to Purchase.

Seller will sell and deliver to Buyer, and Buyer will purchase from Seller, the equipment and any other products, goods, materials, or services (collectively, "**Equipment**") specified in Section A of Appendix I hereto, on the terms and subject to the conditions set forth in this Equipment Purchase Agreement.). This Equipment Purchase Agreement, its Appendixes I, II and III as stated below and any other documentation referenced herein are collectively referred to as the "**Agreement**". In the event of any conflict between the provision of any documents the order of priority and precedence shall be as follows:

a) Provisions as stipulated in this Agreement shall prevail over all other documents.

b) The General Terms and Conditions (the "**Terms and Conditions**") as set forth in Appendix II shall prevail over approved specifications/technical requirements/clarifications/documentation (collectively **"Specifications"**) as set forth in Appendix III.

c) Specifications referenced herein as Appendix III.

d) The Specifications shall take precedence over all Seller's representations and/or submissions and/or proposals and/or unaccepted clarifications.

2. Specifications.

The Specifications shall be as set forth in Appendix III. The Equipment supplied shall conform, meet and/or exceed the Specifications, meet all applicable industry safety standards, including

Underwriters Laboratories ("UL") standards where applicable and all applicable regulatory requirements, and be fit for its intended purpose.

3. Pricing and Payment Terms.

Buyer will pay Seller for the Equipment at the prices and upon the terms specified in Section A of Appendix I and unless otherwise stated there shall be no additional fees or charges whatsoever. Prices shall be firmed through delivery and no escalation allowed. Prices may only be modified by means of Change Orders. Unless otherwise stated, all prices and payments shall be in U.S. dollars.

Buyer will pay the purchase price to Seller in accordance with the milestone payment schedule specified in Section B of Appendix I.

4. Duty Exemption.

Buyer will be pursuing duty exemption and Seller shall;

a) provide Buyer with all information, documentation necessary as required,
b) execute applicable certificates of delivery and other documents as necessary.

5. Invoicing Instructions.

Seller shall email approved invoice complete with proper supporting documentation to APdept@ascendelements.com. Further guidance on verification requirements and any other procedural requirements will be provided in due course.

6. Delivery Terms.

The delivery terms shall be as specified in Section C of Appendix I and the final destination shall be Buyer's location at [Enter Buyer's Location] "Buyer's Location". Time is of the essence and Seller shall comply with all shipment dates and delivery schedules specified in the Agreement thereto without delay (unless such delay is requested by Buyer in writing). Seller shall notify Buyer promptly if any delay in scheduled delivery is anticipated.

7. Milestones.

The parties have agreed to the milestone dates set forth in Section D of Appendix I. The parties may agree to reasonably modify the milestone dates by mutual agreement.

8. Equipment Installation Services, Testing, and Acceptance.

Seller shall provide guidance and support the installation/testing of the Equipment in accordance with the installation/testing schedule (including Factory Acceptance Test ("FAT") and Site Acceptance Test ("SAT") specified in Section D of Appendix I. Seller will not be responsible to be on site or to lead the installation of the equipment.

9. Process Guarantee

9.1 Seller shall provide the performance guarantee of the Equipment supplied as set out in this Agreement. The SAT procedure will be mutually agreed-upon between Buyer and Seller no less than sixty (60) days prior to the anticipated SAT. The acceptance criteria shall be based on the performance guarantees defined above. Both parties acknowledge that the system may be operated outside of the

conditions listed in the specifications for short periods of time without such conditions invalidating the process guarantee. The SAT shall include but not limited to the following:

a) Last seven (7) consecutive days.

b) Upon completion of a successful test, Seller shall submit a SAT report to Buyer.

c) Buyer shall review the report within five (5) business days and confirm its agreement in writing or will specify the reasons that such guarantees have not been satisfied.

9.2 For downtime of less than six (6) hours during the SAT, a pause in the testing will occur, and testing will resume once the conditions resulting in the downtime has been corrected. The testing shall continue until the cumulative duration has been achieved. If the downtime is larger than 6 hours the test may be cancelled or rescheduled. If the SAT is cancelled or rescheduled due to an item under Buyer's responsibility, the SAT shall not be considered failed due to Seller.

9.3 After completion of the SAT if the Equipment supplied/designed by Seller fails to comply with the performance guarantee requirements, then the SAT shall be considered failed. After any failed SAT, Seller shall provide a proposal to Buyer within five (5) days outlining the corrective actions which may be taken to meet the required performance, including an estimation of the time to implement such corrective actions, as well as an estimate of the cost. If such proposal is accepted by Buyer a subsequent SAT shall be performed. For clarity and avoidance of any doubt, Buyer at its sole discretion elect not to implement the proposed corrective actions for whatsoever reasons.

9.4 Each subsequent SAT shall have the same duration, seven (7) consecutive days. Subsequent SAT's will be performed tentatively less than one (1) month after the corrections have been implemented. If failure(s) persists after a subsequent SAT, the cost associate with that subsequent SAT shall be at Seller's expense. Seller shall have one (1) month to apply corrective action and one (1) month after the corrections have been implemented to demonstrate the performance guarantees have been met. No more than three (3) SAT shall be performed.

9.5 In the event all SAT fail or if Buyer elects not to implement the corrective actions submitted by Seller, Buyer shall retain the final payment and/or use any outstanding invoice payments to offset the costs spent by Buyer to rectify the performances of the plant as well as the cost associated to the execution of the subsequent SAT. Buyer shall use commercially reasonable efforts to operate the Equipment until it passes SAT. In the event the costs exceed the above, Seller shall reimburse Buyer accordingly within 30 calendar days upon demand.

10. Warranty Period.

The warranty of the Equipment shall be one (1) year from the time of SAT completion or eighteen (18) months from equipment arrive to site, whichever is the later.

Should any part of the Equipment be repaired or replaced, such repaired or replacement part shall be similarly warranted for a period of one (1) year form the time of such repair or replacement or the end of the original warranty period, whichever is longer ("**Warranty Period**").

11. Support Service, Parts and Training.

11.1 **Support Service**. Seller shall ensure availability of knowledgeable service/technical personnel for:

a) Installation or installation supervision at Buyer's Location.

b) Commissioning or commissioning supervision at Buyer's Location.

c) Start-up or commissioning supervision at Buyer's Location.

d) Training for Buyer's personnel.

e) Buyer's request to address and/or cure a defect during the warranty period as well as post warranty.

Further, Seller shall ensure its operations processes and procedure will ensure the quickest response to Buyer's request to address and/or cure a defect during the warranty period and post warranty. Base case Seller will reply to all support requests by Buyer within 48 hours provided such requests are received during Seller's normal business hours, and if Seller determines that it cannot adequately address the request within 48 hours of its initial response to Buyer, Seller will send a representative to Buyer 's facility within 72 hours of Seller's initial response to further investigate and address the request.

To ensure the quickest response to request for rectification of defects and/or problems encountered during Equipment operations any assurances and agreement as a condition precedent of award on steps and/or initiatives which may include setting up a back-up support service center in US in close proximity to the Buyer's Location, shall be incorporated into this Agreement accordingly.

Any post warranty support services shall be based on the same rate as quoted for installation/ commissioning/start-up support. Buyer may incorporate the scope and rates for such post warranty support services into this Agreement or issue a separate purchase order accordingly.

11.2 **Spare Parts**. Base case Seller shall ensure the scope of supply for the Equipment shall include all installation, commissioning and start-up spares as required. Unless the breakout cost is itemized in Section A of Appendix I, it is deemed that the cost has been included in the Equipment prices.

For a period of seven (7) years after Buyer's acceptance of the Equipment, Seller guarantees the supply of all Seller-manufactured parts as are necessary to ensure the continued operations of the Equipment.

If not already provided at the time of execution of this Agreement, Seller shall provide the recommended replacement schedule for specific components/parts and a list of recommended operational spares as for Buyer's consideration. Upon Buyer's selection of the items to be purchased a change order will be issued to incorporate the items and cost into this Agreement or Buyer may issue a separate purchase order accordingly.

11.3 **Training Services**. Seller shall provide training to Buyer's personnel as stipulated in Section A of Appendix I accordingly. In the event additional training services is required, Buyer may incorporate the scope and rates into this Agreement or issue a separate purchase order accordingly.

12. Documentation.

10.1 Seller shall establish a register of all design, data, drawings and documents, fabrication drawings of the Equipment including that of sub-order vendors collectively, "Vendor Data"). Buyer shall determine the specific critical Vendor Data that requires review and Seller shall submit the same timely to Buyer accordingly. Buyer's review requirements and review cycle shall be incorporated into

the Equipment fabrication schedule. The parties shall endeavor and work around the Equipment fabrication schedule to ensure there is no impact on the committed delivery dates.

10.2 Seller shall provide the list of main components suborders complete with the description of the equipment/material, name of sub-vendor and make/brand accordingly.

10.3 Mechanical Catalogue comprising the Vendor Data documents, all technical documentation and other literature necessary for the proper use of the Equipment to be provided prior to commissioning of the Equipment. Unless the breakout cost is itemized in Section A of Appendix I it is deemed that the cost has been included in the Equipment prices. For clarity and avoidance of any doubt all documentation, information and literature shall be in English. It shall where applicable, include but not limited to:

a) Operational manual.

b) All Vendor Data.

c) Electrical schematics.

d) Bill of materials identifying OEM part numbers of the Equipment.

e) Seller's personnel contact details (name, email and phone nos.)

f) List of main components suborders complete with the company name of the sub-vendors, office addresses and personnel contact details (names, emails and phone nos.).

g) Weight of the major components as well as the complete Equipment.

h) All approved exceptions granted for the Equipment by Buyer.

i) Quality documentation and test results.

j) FAT and SAT reports.

k) Recommended maintenance inspection points and schedule.

l) Specific components/parts recommended replacement schedule.

m) List of operating spares with part numbers.

n) All computer source code developed by Seller specifically for the Project.

o) Any other documentation necessary to operate, maintain, service and support operations of the Equipment.

All drawings and schematics described above shall be provided to Buyer in CAD (preferably Pro-E, AutoCAD or SolidWorks) format.

13. Terms and Conditions.

For clarity and avoidance of any doubt, the General Terms and Conditions attached hereto as Appendix II (the "**Terms and Conditions**") are made a part of this Agreement and shall be read in totality with the provisions in this Agreement.

14. Notices.

All notices, documents, statements, reports and other writing required or permitted to be given under this Agreement shall be sent either by prepaid, registered or certified air mail, overnight courier or email, properly addressed to Seller or Buyer at their respective addresses as follows, or at such other address as one Party to this Agreement may from time to time designate by notice in writing to the other, which notice shall be deemed to be given upon receipt by the addressee thereof:

(a) If to Seller:

Address: No.8,Kangming Rd, Yuzui Town, Jiangbei District, Chongqing, China
Attention: Hao Chao
E-mail: haochao@jiangbeimach.com

(b) If to Buyer:

Address: 133 Flanders Rd., Westborough, MA 01581
Attention: Legal Department, c/o Liam Lochhead
E-mail: llochhead@ascendelements.com

15. Miscellaneous

This Agreement may be executed in counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date [Effective Date]

("**Buyer**")
ASCEND ELEMENTS, INC.

By: Andrew Aberdale
Andrew Aberdale (Apr 26, 2023 10:15 EDT)

Name: Andrew Aberdale

Title: CFO

("**Seller**")

By: Hao Chao

Name: Hao Chao

Title: Project Manager

重庆江北机械有限责任公司 (2) 合同专用章 开户行:中国工商银行重庆水土园区支行 账号:3100086309022100413 5001141319285

APPENDIX I

Section A: Equipment and Pricing

S/N	Description 描述	Qty	Note.	Quotation amount (USD)
1	碳酸锂浓缩离心机 Li2CO3 Lithium Carbonate Concentrated centrifuge (LW5842-NC)	2		279412
2	碳酸锂离心机 Li2CO3 Lithium Carbonate centrifuge (GKH1250-NK)	2		281765
3	调试开机启动备品备件 Spare parts for start-up and commissioning		已含在总价中 Included in total price	
4	一年维护备品备件 One-year spare part		已含在总价中 Included in total price	
5	外包装（防护木箱，防尘防腐薄膜包覆） Outer packaging (protective wooden box, coated with dust-proof and anticorrosion film)		4 个木箱 4 wooden cases 已含在总价中 Included in total price	
6	指导安装与调试，人员培训 Guidance on installation and commissioning, training		免费指导安装、调试期 1 人 20 天（不含路程），超期按照 300 美元/天收取服务费。签证由客户办理、国际往返机票和国外食宿行由客户承担。 Free installation and commissioning for 1person 20 days (excluding the distance) and 300 USD/Day after this period. The visa, the round-trip international air ticket and accommodation abroad shall be borne by the client.	
7	到上海港运输费，出口报关费（含保险） Transportation fee to Shanghai port, export declaration fee (Including insurance)		已含在总价中 Included in total price	
8	其他费用 Other expenses			
9	**Total Price (USD)**			561177

Section B: Payment Terms and Milestone Payment Schedule

Payment shall be made by wire transfer within sixty (60) calendar days after receipt of correct invoice complete with the supporting documentation in good order by Buyer's Accounts Payables in accordance with Buyer's invoicing procedures as communicated to the Seller.

% of Total Equipment Value	Milestone Schedule for invoice submission
15%	Within thirty (30) Business Days after the PO signed
15%	Within sixty (60) Business Days after the submission of basic design document
50%	Within sixty (90) Business Days after fabrication 50% complete from PO signed
10%	Within thirty (30) Business Day after successful completion of FAT
5%	Within thirty (30) Business Day after arrival at Ascend Elements site.
5%	Within thirty (30) Business Day after Completion of Warranty
Vendor support services - installation, commissioning, start-up, training and other similar services shall be invoiced upon completion of services concerned. The compensation amount shall be derived from the multiplication of the day rate by the actual number of man days utilized.	

Section C: Delivery Terms and Location

Unless otherwise stated the delivery terms shall be:

- If shipping from outside the United States, FOB Named Port of Export and the final destination shall be Buyer's Location. Buyer and Seller shall explore the option for DAP or DDU or DDP final destination (Buyer's Location). Upon mutual agreement on the selected option, Buyer shall issue a change order for the additional cost accordingly.

- If shipping from within the United States, equipment should be delivered at Buyer's Location.

The committed delivery date FOB port of export in case shipping from outside the United States or delivery at Buyer's Location in case shipping from within the United States, shall be 15 weeks (Date: [Date] after award of this Agreement and expected received at final destination by Date: 8/23/2023

Section D : Milestones

Milestone	Weeks After PO is issued	Estimated Date
Award of Equipment Purchase Agreement	0	
Design and engineering	2	
Submission of critical Vendor Data for Buyer review. .	2	
Release of Vendor Data for Equipment fabrication.	3	
Commence fabrication of Equipment.	4	
Main components suborders received at Seller's fabrication facilities.	6	
Fabrication 50% complete.	9	
Fabrication 100% complete	13	
Successful FAT	14	
Presentation of clean Bill of Lading for shipment	15	
Arrival on site at Ascend Elements	23	

APPENDIX II

Buyer General Terms and Conditions of Purchase

1. **Definitions:** The term "Agreement" means these General Terms and Conditions of Purchase ("Terms and Conditions"), together with all documents specifically referenced herein and any written purchase order(s), contract or agreement which attaches, incorporates or otherwise references these Terms and Conditions, including, without limitation, the Equipment Purchase Agreement. The term "Buyer" means Ascend Elements, Inc., or its subsidiary(ies) or affiliate(s) executing this Agreement. The term "Seller" means any individual, corporation or other entity who is to supply Equipment purchased by Buyer pursuant to this Agreement. The term "Equipment" means the equipment, products, goods, materials or services sold by Seller and purchased by Buyer under this Agreement.

2. **Examination Prior To Commencement:** Seller acknowledges that it has had the opportunity and has carefully examined all specifications, drawings, designs and other similar information related to this Agreement as well as governmental restrictions permits and license requirements, and all other law and rules applicable to the work to be done under this Agreement, and has made all other investigations necessary to obtain a complete understanding of what is required to fully perform its obligations under this Agreement. Seller further represents that, based on these examinations and investigations that it has all necessary business, professional and technical expertise as well as the equipment, plant and employee resources required to provide the Equipment covered by this Agreement in accordance with specifications and drawings and the terms of this Agreement.

3. **Price/Terms:** Seller warrants that the prices set forth in this Agreement are complete and that no additional charge of any type will be added without Buyer's prior express written consent unless an additional charge is Buyer's responsibility under the applicable Incoterm set forth herein, including but not limited to, charges for, packaging, labeling, custom duties, taxes, storage, insurance, boxing, crating, Seller's engineering, overhead, labor, material, inspection testing, the cost of Seller's installation and testing of the Equipment at Buyer's facility, and the cost of all documentation, software, training as set forth in this Agreement. Unless otherwise specified in the Agreement, all prices will be as stipulated in Appendix I of the Agreement. Seller further warrants that the prices set forth in this Agreement are the lowest prices charged for the Equipment, or substantially similar equipment, sold by Seller to its other similar customers. If, after execution of this Agreement, but prior to payment by Buyer for Equipment purchased hereunder, Seller (i) sells, or offers to sell, Equipment, or substantially similar products, to another similar customer at a lower price, or (ii) offers a reduction in price to any similar customer already purchasing Equipment, or substantially similar products, such lower price will be applicable to all purchases of Equipment by Buyer hereunder.

4. **Fees, Expenses and Taxes:** Unless otherwise specified herein, each Party shall bear and pay all fees, costs and expenses (including legal fees and accounting fees), and taxes and banking that have been incurred or that are incurred by such Party in connection with the transactions contemplated by this Agreement.

5. **Inspection and Quality Assurance**: All Equipment will, before delivery, be subject to reasonable inspection, tests, and audits by Buyer or its agent at reasonable times and places. Provided Buyer provides reasonable prior notice to Seller, Seller agrees to provide access for Buyer to its facilities at all reasonable times for such inspection, tests, and audits, and, at no additional cost, to provide all assistance and facilities reasonably necessary to perform the same. Neither the inspection, testing, or auditing of any Equipment, nor the failure to do so, before delivery to Buyer will constitute acceptance of any Equipment or relieve Seller from exclusive responsibility for furnishing Equipment in strict conformance with Buyer's specifications. Seller warrants that it has and will maintain an adequate quality control/assurance program with respect to the production and delivery of Equipment and that it creates and maintains adequate quality control/assurance reports, certificates, affidavits, and other such records relating to the Equipment. Seller agrees that, upon request and at no additional charge, it will promptly furnish authenticated copies thereof, as well as applicable certificates of conformance and/or compliance acceptable to Buyer at the time of,

or promptly after, delivery. Seller agrees to notify Buyer of any changes to Seller's raw materials manufacturing processes, analytical processes and quality control/assurance program that affect the quality of provided Equipment, including changes to certificates, affidavits and other such records relating to the Equipment.

6. **Rejection:** Upon inspection, Buyer may give Seller notice of rejection or revocation of acceptance, notwithstanding any payment, passage of title, approval, prior test or inspection. No inspection, approval, test, delay or failure to inspect or test, or failure to discover any defect or other nonconformance will relieve Seller of any obligations under this Agreement or impair or waive any right or remedy of Buyer with respect to Seller's performance hereunder. If, in Buyer's judgment, the Equipment does not conform with the requirements of this Agreement, Buyer will have the right to reject the Equipment and, in addition to any other rights and remedies it may have, Buyer may, in its sole discretion: (1) return any or all nonconforming Equipment to Seller for reimbursement, credit, replacement, or repair as Buyer may direct; (2) correct, rework, and/or repair the Equipment with all costs associated therewith to be charged to and paid by Seller; or (3) hold any or all nonconforming Equipment, at Seller's risk and expense, for disposal or correction according to Seller's Instructions. Furthermore, Buyer may, at its option, reduce the quantity of Equipment Buyer is obligated to purchase by the quantity of Equipment returned to Seller hereunder. Any Equipment rejected by Buyer and returned to Seller will be returned, at Seller's risk and expense, with the cost of packaging, handling, inspection, examination, transportation and any other costs incidental thereto to be charged to and paid by Seller. Such Equipment will not thereafter be tendered to Buyer for acceptance unless the previous rejection and requirement of correction are disclosed to Buyer in writing. All such nonconforming Equipment that is so remedied will have the same warranty as stated in Section 7 from the date of re-delivery. Acceptance, whether or not it has been revoked, will not release Seller's responsibility for latent defects, non- conformities, warranty, or other claims. Nothing in these Terms and Conditions will relieve Seller from the obligation of testing, inspection and quality control.

7. **Warranty:** Seller warrants that all Equipment will be (i) in strict conformance with all applicable specifications, drawings, instructions, data, samples, standards and regulations, (ii) merchantable, new and free from defects in design, material and workmanship, (iii) as described and advertised, of good quality, fit for the intended purposes, (iv) composed of all new components, (v) free from all liens, encumbrances and any actual or claimed patent, copyright or trademark infringement, (vi) safe for its intended use to the extent that the Equipment is used as intended, and (vi) manufactured in compliance with all applicable federal, state and local laws, regulations or orders, and agency or association standards or other standards applicable to the manufacture, labeling, transporting, licensing, approval or certification of the Equipment. Except as expressly set forth above, Seller expressly disclaims all other representations and warranties of any kind that may be applicable (whether arising by implication or by operation of law). Buyer's review and/or approval of Seller's design, material, process, drawing, specifications or the like will not be construed to relieve Seller of the warranties set forth herein. Except as set forth herein, limitations on Buyer's remedies (or disclaimers of warranties) in documents of Seller, or otherwise, will not be effective and are hereby objected to and rejected. All warranties and other provisions of this paragraph will survive inspection or acceptance of payment for, and use of the Equipment and completion, termination, or cancellation of this Agreement, and will accrue to Buyer, its successors, and assigns, and to users of the Equipment. All of the covenants, warranties and representations contained herein shall survive the performance of this Agreement by Buyer and Seller, including without limitation, delivery of the Equipment ordered hereunder, and the payment therefor.

8. **Intellectual Property**: If Buyer furnishes the design for the Equipment or requires Seller to prepare a design for the Equipment, then Buyer will own all intellectual property rights relating to such design and Seller agrees to assign all rights, title in such designs to Buyer. Further Seller agrees that all deliverables resulting from this Agreement as well as the Equipment will be the sole and exclusive property of Buyer. Buyer does not transfer to Seller any patent, trade secret, trademark, service mark, copyright, or other intellectual property right of Buyer. If either party learns of any third-party patent, copy-right,

trade secret and proprietary right which covers any aspect of the supply and/or fabrication of the Equipment, it shall promptly inform the other party concerned.

Seller will indemnify, protect, defend or settle (at Seller's expense), and hold harmless Buyer, its parents, affiliates, and its and their directors, officers, employees, agents, successors and assigns, and the users of Equipment ("Indemnitees") from all liabilities, and all other obligations and proceedings, and all fines and penalties imposed upon, Indemnitees and all attorney fees and any other cost of litigation (collectively "Labilities") incurred as a result of actual or alleged infringement of any present or future or actual or alleged intellectual property right of any third party arising from Buyer's purchase, use or sale of Equipment supplied under this Agreement. In the event of an allegation of intellectual property infringement or if the use or sale of the Equipment is enjoined, Seller will, at its own expense and at Buyer's option, either (i) procure the right to continue using the Equipment; (ii) make such alterations modifications or adjustments to the Equipment so that they become non-infringing without incurring a material diminution in performance or function; (iii) replace same with a non-infringing equivalent; or (iv) remove the Equipment and refund the purchase price and the transportation and installation costs thereof. All such obligations of Seller to indemnify, hold harmless, protect and defend Buyer are in addition to Seller's warranty obligations and all other rights or remedies of Buyer and will survive acceptance and use of, and payment for, the Equipment, and completion, termination, or cancellation of this Agreement if any settlement requires an affirmative obligation (other than ceasing use of the Equipment) of, results in any ongoing liability to or prejudice or detrimentally impacts Buyer in any material way, then such settlement shall require Buyer's written consent and Buyer may have its own counsel in attendance at all proceedings and substantive negotiations relating to such Liabilities.

9. **Inventions**. Seller shall promptly disclose to Buyer all inventions, discoveries, and improvements (whether patentable or not) conceived or made by Seller's personnel, either alone or jointly with others, or its vendors in the course of performance of this Agreement. At Buyer's request, Seller shall assign and require its personnel to assign to Buyer or to its designee, each such invention, discovery, and improvement. Seller shall also require its employees to execute such papers as Buyer requests in connection with the assignment or prosecution of patents or patent applications covering each such invention, discovery, or improvement in all countries specified by Buyer and to render reasonable assistance to Buyer in connection with protecting Buyer's rights to such invention, discovery or improvements.

10. **Liability and Indemnification:** Seller will indemnify, protect, defend or settle (at Seller's expense), and hold harmless Indemnitees from and against all Liabilities arising out of or in any manner connected with personal injury, including death, or property loss or damage, or any other loss or damage, to Buyer or to others (including Seller and employees and invitees of Seller, Seller's suppliers, distributors, Buyer and Buyer employees and invitees) arising out of or in any manner delivery of, or any defect in the Equipment supplied hereunder, (ii) any act or omission of Seller; and/or (iii) breach of any representation, warranty or covenant, whether caused by Seller, or a supplier of Seller, or employees or invitees of either of them. Seller, for itself, its successors, assigns and subcontractors hereby expressly agrees to waive any provision of any workers' compensation act or other similar law whereby Seller could preclude its joinder by Buyer as an additional defendant, or avoid liability for damages, contribution or indemnity in any action at law, or otherwise where Seller's or its subcontractor's employee or employees, heirs, assigns or anyone otherwise entitled to receive damages by reason of injury or death brings an action at law against any Indemnitee. Seller's obligation to Buyer herein will not be limited by any limitation on the amount or type of damages, benefits or compensation payable by or for Seller under any workers' compensation acts, disability benefit acts, or other employee benefit acts on account of claims against Buyer by an employee of Seller or anyone employed directly or indirectly by Seller or anyone for whose acts Seller may be liable. The obligations in this Section are in addition to Seller's duty to provide insurance and will not be altered by any limitation on the amount or type of damages, compensation, or benefits payable by Seller under any Workers' Compensation Act, U.S. Longshoreman's and Harbor Workers' Act, or any other employee benefit act. Seller's obligations

hereunder will not be limited to the extent of any insurance available to or provided by Seller. Buyer will indemnify, protect, defend or settle (at Buyer's expense), and hold harmless Seller, its parents, affiliates, and its and their directors, officers, employees, agents, successors and assigns ("Seller Parties") from and against all liabilities, and all other obligations and proceedings, and all fines and penalties, imposed upon Seller Parties arising out of or in any manner connected with personal injury, including death, or property loss or damage, or any other loss or damage to the Seller Parties arising out of or in any manner connected with (i) the unsafe or improper use of the Equipment; (ii) any act or omission of Buyer; and/or (iii) breach of any representation, warranty or covenant by Buyer.

11. **Title and Risk of Loss:** All damage or loss to the Equipment shall be as determined by the applicable Incoterms set forth in Section C Appendix I of this Agreement), unless otherwise agreed by the parties.

12. **Insurance**: Subject to any additional or increased insurance requirements that may be set forth in any Addendum hereto, Seller shall maintain and keep in full force and effect, policies of insurance as set forth in this Section, which will be primary and non-contributing with respect to any other insurance or self-insurance that may be maintained by Buyer. Seller shall name Buyer as an additional insured on all such insurance policies and shall cause its underwriters or insurers to issue certificates of insurance to Buyer evidencing that the coverage and policy endorsements required under this Section are maintained in force. All such insurance must be placed with one or more insurance companies having an A.M. Best's rating of not less than A-VII. All deductibles, self-insured retentions or prospective premium features relating to such insurance will be assumed by Seller, for the account of Seller, and at Seller's sole expense and risk. Seller will have and maintain the following insurance coverage: (a) commercial general liability insurance (including but not limited to, premises, operations, products, completed operations, and contractual liability); (b) excess/umbrella liability insurance, primary and noncontributory, covering claims in excess of the coverage described above in this Section in an amount of at least $5,000,000 U.S. dollars per occurrence, which policy shall follow the form of all underlying policies including, but not limited to, primary, non-contributory, additional insured, and waiver of subrogation in favor of Buyer; and (d) statutory workers' compensation and employer's liability insurance.

13. **Termination:** Either party may terminate this Agreement, or any releases issued pursuant to this Agreement, in whole or in part, if the other party is in material breach of this Agreement and has failed to cure such breach within thirty (30) days of receipt of notice of material breach from the non-breaching party. Buyer may terminate this Agreement for convenience by providing Seller thirty (30) days prior written notice. If this Agreement is terminated by Seller for material breach, Buyer will pay Seller, on a pro rata basis, for Equipment delivered as of the date of termination, as well as reasonable costs incurred by Seller through the date of termination. The net compensation shall take into account payments that have already been made to Seller. or clarity and avoidance of any doubt for illustration purposes it is determined that the pro-rata value of Equipment delivered is $XX. In the event $YY has already been paid, the compensation shall be $(XX – YY) only. Upon such payment, all finished goods for which Buyer has paid will become the property of Buyer and will be released by Seller to Buyer for pick-up and removal, upon demand. The provisions of this clause are without prejudice to any other rights or remedies of Buyer, including those resulting from default by Seller hereunder. The provisions of Sections 7 through 110 inclusive, 14 through 20 inclusive, 23, 24, 28, 29, 34, 35 and 37 through 39 inclusive shall survive termination of this Agreement for any reason whatsoever.

14. **Confidentiality:** At all times, each party will: (i) maintain the confidentiality of any information disclosed by the other party or any of its parents, subsidiaries, affiliates, customers, and contractors, whether or not identified as "confidential" upon disclosure ("Confidential Information"); (ii) not disclose or permit the disclosure of any Confidential Information to any person other than its employees for whom such knowledge is essential for performance of the Agreement; and (iii) not use Confidential Information except for performance of the Agreement. The party receiving the Confidential Information ("Receiving Party") will immediately notify the other party ("Disclosing Party") of any disclosure of any Confidential Information that is not permitted by this Agreement and Receiving Party will

be responsible for the disclosure of other misuse of Disclosing Party's Confidential Information. Disclosing Party makes no representation or warranty of any kind, express or implied, with respect to any Confidential Information including, without limitation, any warranty of non-infringement, system integration, non-interruption of use, and freedom from program errors with respect to the Confidential Information. Disclosing Party may, at its sole discretion, elect at any time, by written notice to Receiving Party, terminate Receiving Party's further use of Confidential Information and Receiving Party shall immediately return to Disclosing Party all Confidential Information and copies thereof and erase any digitally held Confidential Information. Termination by Disclosing Party will not affect Receiving Party's continuing obligations in this Section.

15. **Liens:** Seller warrants that no lien, encumbrance or security interest will be filed by Seller or anyone claiming under or through Seller against Buyer, Buyer's property, or the Equipment furnished under this Agreement. If any services are performed at the premises of Buyer, Seller shall keep such premises free and clear of all mechanics liens and furnish Buyer with proper affidavits and/or waivers certifying thereto upon request.

16. **Independent Contractor/Safety:** Seller is and will remain an independent contractor of Buyer. No employee, agent, or representative of Seller or its subcontractors will be deemed to be an employee of Buyer. Seller will provide all safeguards, and take all precautions, necessary in connection with the production and delivery of the Equipment sold hereunder to prevent the occurrence of any accident, injury, death, loss, or damage to any person or property, and will be solely responsible therefor. Seller warrants that all Equipment delivered hereunder will be produced and delivered in a safe, proper, and workmanlike manner and in compliance with all subsidiaries, affiliates, customers, and contractors, applicable codes, regulations, laws, standards, specifications and Buyer requirements concerning safety, performance and otherwise, including, without limitation, any work or services related thereto performed on premises controlled by Buyer.

17. **Assignment:** Neither this Agreement, nor Seller's rights and obligations hereunder, are assignable by Seller without the prior written consent of Buyer. No such consent or assignment will release Seller or change Seller's liability to perform all of its obligations under this Agreement. Any attempted assignment without the prior written consent of Buyer will be null and void.

18. **No Violation of Law:** Seller and the Equipment will comply with all applicable laws, rules, regulations orders, conventions, ordinances or standards of the country(les) of destination or that relate to the manufacture, labeling, transportation, importation, exportation, licensing, approval or certification of the Equipment, including, but not limited to those relating to environmental matters, data protection and privacy, wages, hours, and conditions of employment, subcontractor selection, discrimination, occupational health/safety and motor vehicle safety, Upon request, Seller will furnish Buyer with certificates of compliance therewith. Unless this Agreement is otherwise exempted by law, Seller will comply with Executive Order 11246, as amended by Executive Order 11375 (Equal Employment Opportunity), the Rehabilitation Action of 1973, the Vietnam Era Veteran's Readjustment Assistance Act of 1974 and the Americans with Disabilities Act, as they have been or may be amended from time to time, and regulations implementing such statutes; and any similar state and local laws and ordinances and the regulations implementing such statutes. If requested by Buyer, Seller will furnish to Buyer an executed Certificate of Non-segregated Facilities. Seller warrants that the Equipment delivered hereunder were produced at facilities complying with all applicable provisions of the Occupational Safety and Health Act and applicable regulations under that Act and agrees to, upon request, provide Buyer with all explanatory and factual information needed to verify such compliance and to enable Buyer to comply therewith, and with any other laws and regulations applicable hereto. Seller further warrants that it will comply, where applicable, and without limitation, with all orders, standards, and regulations of the National Highway & Transportation Safety Administration, Federal Aviation Administration, Environmental Protection Administration, Food and Drug Administration, Consumer Product Commission, and Occupational Safety & Health Act Administration. This contractor and subcontractor shall abide by the

requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance In employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

19. **Limitation of Use of Payment:** Seller shall not offer or use, directly or indirectly, any money, property or anything of value received by Seller under or pursuant to this Agreement to influence improperly or unlawfully any decision, improperly or unlawfully any decision, judgment, action or inaction of any official, employee or representative of any government or agency or instrumentality thereof, or of any government owned or partially government owned entity, or any other person or entity, in connection with or relating to the subject matter of this Agreement or any supplement or amendment hereto. No payment shall be made, nor shall any transaction be entered into in connection with this Agreement that is illegal, improper or is intended to unduly or improperly influence any third party, including without limitation, by means of extortion, any kickback or bribery. If Seller breaches the terms of this provision, Buyer may immediately terminate this Agreement without any liability.

20. **Environment, Health, Safety and Security:** If Seller, either as principal or by agent or employee, enters upon the property of Buyer; Seller agrees to comply with Buyer's rules and regulations, including its environmental, health, safety and security rules and regulations.

21. **Hazardous and Dangerous Goods and Materials**: Seller warrants: (1) that any chemical substance or mixture delivered to Buyer pursuant to this Agreement is on the Toxic Substance Control Act inventory or that the pre-manufacture notice requirements thereof have been satisfied and such chemical substance or mixture is lawfully available for sale and use;(2) that chemical substances or mixtures delivered hereunder will be properly packaged with all appropriate warning labels, instructions for use, and notices, and that, if such chemical substances or mixtures are supplied in bulk, Seller will provide Buyer with an adequate supply of such warning labels, instructions, and notices for use in Buyer's facilities; (3) that Seller will supply with, or before, delivery, and at any other time upon Buyer's request, all information known to Seller with respect to potential hazards, including possible toxic or harmful effects, related to the handling, use, storage, disposal, or transportation of any chemical substances or mixtures delivered hereunder, and any precautions that should be taken to eliminate or reduce to a minimum such hazards; and (4) that Seller will ascertain and furnish all information about the Equipment required by Buyer to comply with all safety-related laws and regulations (including, without limitation, those relating to applicable right-to know laws and occupational safety and health acts), and with laws and regulations regarding composition, ingredients, or otherwise, including promptly furnishing to Buyer upon written request a list of all ingredients therein and the amounts thereof and information concerning any changes in such ingredients thereafter. Seller agrees that it will, upon Buyer's request, accept the return of unused toxic or hazardous chemical substances or mixtures delivered to Buyer pursuant to this Agreement. Unless approved in writing by Buyer's location manager prior to shipment, Seller will not deliver any Equipment containing asbestos in a content exceeding the local regulatory level.

22. **Import/Export Compliance; Controlled Information:** Seller shall and ensure its vendors supplying subcomponent items for the Equipment comply with all export control regulations.

Seller warrants that all sales made hereunder are or will be made at not less than fair value under the United States Anti-Dumping Law (19 U.S.C. Sec. 160 et seq.). Buyer will not be a party to the importation of the Equipment, the transaction(s) represented by the Agreement will be consummated subsequent to importation, and Seller will neither cause nor permit Buyer's name to be shown as "Importer of Record" on any customs declaration. Transferable credits or benefits associated with the Equipment, including trade credits, export credits, or rights to the refund of duties, taxes, or fees, belong to Buyer unless otherwise prohibited by applicable law. Seller will provide Buyer with all information and records relating to the Equipment necessary for Buyer to (i) receive these benefits, credits, and rights, (ii) fulfill any

customs obligations, origin marking or labeling requirements, and certification or local content reporting requirements, (iii) claim preferential duty treatment under applicable trade preference regimes, and (iv) participate in any duty deferral or free trade zone programs of the country of import. Seller will be responsible for strict compliance with all legal, regulatory and administrative requirements associated with any importation or exportation of Equipment, including obtaining any required licenses or approvals and, unless otherwise agreed between the parties elsewhere in this Agreement, the payment of all associated duties, taxes and fees. If the Seller is a Chinese company, Seller acknowledges that because it is a Chinese company none of the Seller Parties can lawfully receive any information or data, which may not be exported to China under applicable export control laws and other laws. This includes, but is not limited to, information controlled under the U.S. International Traffic in Arms Regulations ("ITAR") and information controlled under certain provisions of the Export Administration Regulations (e.g., "EAR 600-series") for which no license for export to China can be obtained ("Controlled Information"). Buyer will not disclose any Controlled Information to Seller or any of its affiliates.

23. **Duty Drawback:** Upon request of Buyer, Seller will cooperate with Buyer in seeking any duty drawback available to Buyer in connection with export by Buyer of any Equipment imported by Seller and provided to Buyer under this Agreement, or incorporating, or manufactured by Buyer from, such Equipment. Without limitation, Seller will (i) provide all information with respect to such imported Equipment necessary to complete any such drawback claims to be filed by Buyer, including U.S. Customs Service entry numbers, dates of entry, quantities and description of goods, customs values, and rates and amounts of customs duties paid by Seller, and (ii) execute applicable certificates of delivery and other documents as necessary in connection with Buyer's drawback claims.

24. **Labor Agreements:** Seller will notify Buyer of any labor contract expiration if the expiring contract will not be extended or replaced. Buyer may thereafter direct Seller in writing to manufacture up to 30 days of additional inventory of the Equipment, specifying the quantities of Equipment required and any packaging and storage requirements. Seller will use commercially reasonably efforts to comply with Buyer's written instructions prior to the expiration of the current labor contract and until the current labor contract has been extended or a new contract completed. By authorizing the additional inventory, Buyer commits to buy the entire quantity of conforming Equipment requested and produced. Seller is responsible for carrying costs and any additional costs of manufacture.

25. **Changes:** Buyer may, at any time, in writing, make changes to the general scope of this Agreement, and Seller will, within a reasonable time depending on the details of the requested change but in no event more than two (2) weeks from the date of the request, deliver a proposal to Buyer that includes the adjusted price and/or performance timeframe, as applicable. If Buyer accepts Seller's proposal, Seller will implement the change on the new terms set forth in the proposal. If any such change causes an increase or decrease in the cost of, or time required for, the performance of Seller's obligations under this Agreement, an equitable adjustment will be made to the price or delivery schedule, or both, and this Agreement will be modified in writing accordingly.

26. **Electronic Commerce:** Seller acknowledges that Buyer currently uses, or will in the future use, an electronic "business to business" framework to facilitate the transmission of Key Documentation relating to the purchase of Equipment hereunder. For purposes of this provision, Key Documentation means purchase orders, order confirmations, advanced shipping notices (ASN), change orders, invoices and other similar documentation which form a part of the Agreement. Seller acknowledges and agrees that (i) it has in place currently, or will implement as soon as possible after execution hereof, the system designated by Buyer to facilitate transmission of Key Documentation electronically, and Key Documentation transmitted hereunder by such methods will not be deemed invalid solely because they have been transmitted or executed electronically. To the extent required by Buyer, each authorized representative of a party will adopt a unique, verifiable digital identification consisting of symbols or codes to be transmitted with each electronic transmission, and use of such digital identification will be

27. **Notifications:** Seller agrees to immediately notify Buyer of any actual or possible safety problems with the Equipment delivered hereunder. Seller also agrees to give Buyer reasonable advance notice of potential material shortages, insolvency or other matters that might delay or interfere with its performance of this Agreement.

28. **Buyer's Property and Parts:** All property of any kind supplied to Seller or paid for by Buyer will be and remain Buyer's property, and Seller will maintain such property in good condition and repair, except to the extent that such property is integrated into Equipment delivered hereunder. Materials or parts provided by, or on behalf of, Buyer that have been, or are to be, processed by Seller are consigned to Seller solely for purposes of such processing and remain Buyer's property. All Buyer property, while in Seller's custody or control, will be held at Seller's risk, free of all liens, encumbrances, or security interests of Seller or third parties, and will be kept insured by Seller at Seller's expense in an amount equal to replacement cost with loss payable to Buyer. All property of Buyer is subject to removal by Buyer at any time, and to rectum upon Buyer's request. To the extent that Seller is negligent in using Buyer's property, Seller will assume the risk of death or injury to persons or damage to property arising from use of Buyer's property. Buyer does not guarantee the accuracy of any Buyer property, or the availability or suitability of any property furnished by it. Seller assumes sole responsibility for inspecting, testing, and approving all of Buyer's property supplied by Buyer prior to any use by Seller.

29. **Force Majeure:** Neither party will be in default for any delay or failure to perform its obligations under this Agreement if caused by an extraordinary event beyond its reasonable control without its fault or negligence as further elaborated below; provided that any delay or failure to perform caused by default of a supplier of Seller at any lower tier must be beyond the reasonable control of both Seller and such supplier without the fault or negligence of either and items to be furnished must not be obtainable from other sources in sufficient time to permit Seller to meet the delivery schedule, and provided further that Seller furnishes prompt written notice of any delays or non-performances (including its anticipated duration) after becoming aware that it has occurred or will occur.

Further for clarity and avoidance of any doubt, Force Majeure shall mean an occurrence beyond the control and without the fault or negligence of the party affected including, but not limited to, acts of God or the public enemy; expropriation or confiscation of whole or part of the facilities; war, rebellion, sabotage or riots; pandemic, lockdowns; sanctions, embargoes; severe disruptions to the labor supply or supply chain, earthquakes, severe flooding or unusually severe weather that could not reasonably have been anticipated; fires, explosions or other catastrophes; unresolved community protest, authorities restrictions that prevents construction of the facilities in the current selected location; strikes or any other concerted acts of workmen; or other similar o:ccurrences which are not within the control of the party affected and which by the exercise of reasonable diligence said party is unable to prevent or provide against. The parties agree that the remedy for Force Majeure occurrences shall be as follows:

a) Should either party be delayed in performance of this Agreement by an occurrence which it considers to be Force Majeure and should either party be unable to avoid or prevent said delay by reasonable effort, the party affected shall promptly give notice to other party and shall do all things reasonably possible to remove the cause and mitigate its effects. If Seller's and/or its vendors performance is delayed by Force Majeure, appropriate adjustments shall be made to the work schedule and Equipment delivery dates. Notwithstanding there shall be NO adjustment to the Price NOR any claim for damages, consequential losses or loss of anticipated profits whatsoever.

b) Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages, consequential losses or loss of anticipated profits whatsoever if, and to the extent, such delay or failure is caused by Force Majeure.

c) If performance of this Agreement is suspended for thirty [30] consecutive days, then the parties shall mutually agree on the amicable way forward which may include termination of the Agreement as a last resort.

d) Buyer may purchase the Equipment from other sources and reduce its purchases from Seller accordingly without liability to Seller.

30. **Shipping:** Unless the governing Incoterms set forth in Section C of Appendix I of this Agreement governs otherwise: (i) all drayage, demurrage, storage, insurance, packing and related charges will be paid by Seller; (ii) all Equipment will be packed, marked and shipped in accordance with the requirements of the common carriers in a manner to secure the lowest transportation costs consistent with the requirements hereof; (iii) packing slips identifying the purchase order number, release number and part number must accompany each shipment: (iv) Seller will mark each package with the Agreement number, and where multiple packages comprise a single shipment each package will be shown on packing slips, bills of lading, and invoices; (v) in the event that Buyer is obligated to pay for shipping, Seller will be responsible for all extra charges incurred because of Seller's failure to follow Buyer's shipping instructions, including those related to delivery schedules, whether or not Seller's liability for general damages is excused under other provisions of the Agreement; (vi) Seller will mark the Equipment, packaging and packing as instructed by Buyer and in accordance with the standards of the Uniform Commercial Code; (vii) if Seller is responsible for the expected delay, Seller will pay all express and other charges necessary to expedite delivery to enable Seller to meet the delivery schedule; (viii) if Seller is responsible for the delay, Seller will ship all late shipments by express or other priority methods of delivery at its expense; and (ix) Seller will issue to Buyer advance shipping notices as requested by Buyer.

31. **Delivery:** Time and quantity are of the essence. Delivery must be on the date indicated, if any, and otherwise as requested by Buyer. Buyer will have no liability for payment of Equipment delivered to Buyer that is in excess of quantities specified in the Agreement or in releases and Buyer may return over shipments to Seller at Seller's expense for all packing, handling, sorting and transportation charges. Buyer may, from time to time, change delivery schedules or direct temporary suspension of scheduled shipments. Buyer will be responsible for additional costs of expedited or other special transportation that Buyer may require as a result of changes to its firm releases or delivery schedules to the extent that such changes were not caused by Seller. If the delivery schedule is delayed by Buyer's request or as a result of Buyer's acts or omissions, Buyer will be responsible for reasonable costs incurred by Seller in connection with such delay, including without limitation storage fees incurred in connection with the storage of the Equipment.

32. **Buyer Name/Logo:** Seller may not use Buyer's name and/or logo in any manner other than as may be identified in this Agreement without first obtaining written permission from Buyer.

33. **Data Privacy:** Seller warrants and undertakes that Seller's processes, services and treatment of all personal data that it may receive, access and/or process on behalf of Buyer (and/or Buyer's employees, customers or suppliers) comply with the applicable laws of all states and countries regarding personal data, including but not limited to the U.S. Department of Commerce Safe Harbor Guidelines ("Guidelines"), the Australian Privacy Principles as prescribed by the Privacy Act 1988 ("Principles") and/or the European Data Protection Directive (95/46/EC) ("Directive") (as amended and collectively, "Privacy Laws") and that Seller shall use best efforts to comply at all times with such Privacy Laws. If applicable, Seller agrees to execute a data processing agreement with Buyer to ensure ongoing privacy protection for individuals. If Seller fails to comply with any of the Privacy Laws, Buyer will have the option to terminate this Agreement immediately without further liability. Seller shall act solely on the instructions of Buyer regarding all personal data (unless prohibited by the Privacy Laws). Seller will notify Buyer immediately in writing of any:(i) actual or suspected breach of this Section; and (ii) of any complaint or request by any individual concerning personal data or relating to Buyer's obligations under any of the Privacy Laws. Seller will provide full cooperation and assistance to Buyer regarding any such complaint or request. Seller shall, upon Buyer's final acceptance of the Equipment, destroy or return all personal data to Buyer with all other media or document where any personal data is maintained. Seller warrants and undertakes that it will ensure that its employees, agents and subcontractors comply with all applicable Privacy Laws regarding the receipt and/or processing of personal data. If Seller violates any obligations in this Section, the applicable data processing agreement or the Privacy Laws in any manner, Seller shall take all necessary measures required by the local laws of each individual affected by the unauthorized disclosure. Seller will conduct audits to ensure compliance with its obligation under

this Section will permit Buyer (or its designee), upon reasonable notice, access to Seller's facilities, procedures and other operational data and information for purposes of reviewing records and materials and auditing Seller's compliance with this Agreement. By submitting business contact and personal information about Seller and/or its employees to Buyer, Seller consents to the collection, processing, storage, use and transfer of that information to/by Buyer in the United States of America: facilitating Seller's business relationship with Buyer, enhancing Buyer's ability to contact Seller and its employees, and enabling Buyer to process and track Seller's transactions with Buyer through various internal systems and external third parties (the "Purpose"). Buyer shall use the information supplied solely for the Purpose and shall store the data for as long as is strictly necessary to be able to complete the Purpose.

34. **Subcontractors:** Unless otherwise specified, Seller must obtain Buyer's written permission before subcontracting any portion of this Agreement. Except for the insurance requirements in this Agreement, all subcontracts and orders thereunder will require that the subcontractor or materialman be bound by and subject to all of the terms and conditions of the Agreement. No subcontract or order will relieve Seller from its obligations to Buyer, including, but not limited to Seller's insurance and indemnification obligations. No subcontract or order will bind Buyer.

35. **Other Provisions:** This Agreement shall constitute the final, complete and exclusive statement of the agreement between Buyer and Seller and may not be modified or rescinded except by a written change order issued by Buyer. This Agreement is governed by the laws of the State of Delaware, excluding its laws related to choice or conflicts of law. The United Nations Convention on Agreements for the International Sale of Goods is expressly disclaimed and does not apply. Any dispute, controversy or claim arising out of or relating to this contract, including the formation, interpretation, breach or termination thereof, including whether the claims asserted are arbitrable, will be referred to and finally determined by arbitration in accordance with the JAMS International Arbitration Rules. The Tribunal will consist of three arbitrators. The place of arbitration will be Suffolk County, Massachusetts. The language to be used in the arbitral proceedings will be English. Judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Buyer's failure to assert any right is not a waiver of such right or any other right. Any remedies provided herein to Buyer are cumulative and in addition to any other remedies provided in law or equity or by statute. **EACH PARTY KNOWINGLY AND VOLUNTARILY WAIVES TRIAL BY JURY AND THE RIGHT THERETO IN ANY ACTION OR PROCEEDING OF ANY KIND, ARISING UNDER OR OUT OF, OR OTHERWISE RELATED TO OR OTHERWISE CONNECTED WITH THIS AGREEMENT AND ANY RELATED DOCUMENT.**

36. **Waiver of Default:** The forbearance or failure of either party to enforce any of these Terms and Conditions or any of the other terms of this Agreement or to exercise any right accruing from any default of the other party shall not affect or impair the non-defaulting party's rights upon continuance of such default, and no such forbearance or failure shall constitute a waiver of any future default.

37. **Severability:** Should any provision hereof be found to violate any statute or regulation or by the operation of law be deemed invalid, all other provisions contained herein shall be considered separable and shall remain in full force and effect, and the parties shall negotiate in good faith to replace the invalid clause or clauses with provisions having similar business purposes that are consistent with this Agreement.

Kevin Mulholland

Kevin Mulholland (Apr 20, 2023 12:10 EDT)

Kevin Mulholland
Senior Manager, Procurement
Ascend Elements

Rodrigo Almeida

Rodrigo Almeida
Supply Chain Director
Ascend Elements

Jesse Johnson (Apr 20, 2023 12:33 EDT)

Jesse Johnson
Sr. AME Chemical Engineer
Ascend Elements

Benoit Tranape

Benoit Tranape (Apr 23, 2023 20:04 EDT)

Benoit Tranape
Director of Advanced Manufacturing Engineering
Ascend Elements

Liam Lochhead

Liam Lochhead
Vice President of Contracts
Ascend Elements

Daniel Russell

Daniel Russell (Apr 24, 2023 14:14 EDT)

Daniel Russell
COO
Ascend Elements

JB Mach Covington EPA.clean

Final Audit Report 2023-04-26

Created:	2023-04-20
By:	Kevin Mulholland (kmulholland@ascendelements.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA5VS_srhgvhXIIiVW-HLutH5WOnnx30m2

"JB Mach Covington EPA.clean" History

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2023-04-20 - 4:04:36 PM GMT

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2023-04-24 - 0:03:04 AM GMT

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2023-04-24 - 0:04:32 AM GMT

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2023-04-24 - 12:59:42 PM GMT

Document e-signed by Liam Lochhead (llochhead@ascendelements.com)
Signature Date: 2023-04-24 - 1:00:55 PM GMT - Time Source: server

Document emailed to drussell@ascendelements.com for signature
2023-04-24 - 1:00:57 PM GMT

Email viewed by drussell@ascendelements.com
2023-04-24 - 6:13:22 PM GMT

Signer drussell@ascendelements.com entered name at signing as Daniel Russell
2023-04-24 - 6:14:15 PM GMT

Document e-signed by Daniel Russell (drussell@ascendelements.com)
Signature Date: 2023-04-24 - 6:14:17 PM GMT - Time Source: server

Document emailed to Andrew Aberdale (aaberdale@ascendelements.com) for signature
2023-04-24 - 6:14:20 PM GMT

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2023-04-26 - 12:18:29 PM GMT

Document e-signed by Andrew Aberdale (aaberdale@ascendelements.com)
Signature Date: 2023-04-26 - 2:15:05 PM GMT - Time Source: server

Agreement completed.
2023-04-26 - 2:15:05 PM GMT

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Equipment Purchase Agreement

This Agreement and the acceptance by Buyer of Seller's performance under this Agreement is expressly limited to and made conditional upon the exclusivity of these terms and conditions. Any proposal for additional or different terms or any attempt by Seller to vary, in any degree, any of the terms of this Agreement in connection with Seller's acceptance shall not operate as a rejection of this offer but shall be deemed a material alteration hereof. This offer shall be deemed accepted by Seller under these terms and conditions without any additional or different terms proposed by Seller. The terms and conditions of this Agreement may only be amended by Buyer's specific consent to the change and not by Buyer's full or partial acceptance of performance by Seller hereunder.

THIS EQUIPMENT PURCHASE AGREEMENT is made effective on the last date indicated above the parties' signatures below (the "**Effective Date**") by and between ASCEND ELEMENTS, INC., a corporation duly organized and existing under the laws of the State of Delaware of the United States ("**US**"), with its principal place of business at 133 Flanders Rd., Westborough, MA 01581 ("**Buyer**"), and the seller identified below ("**Seller**").

Name (Exact Legal Name) Chongqing Jiangbeimach co.,ltd		Type of Entity (Individual, LLC, corporation etc. LLC	
Street Address NO.8,Kangming Rd Yuzui Town,Jiangbei District	City Chong qing,china	State Chong qing	Zip Code 401133
Telephone +8618996298702		Fax Number 023-68237991	
Contact Name Hao Chao		Email Address of Contact haochao@jiangbeimach.com	

1. Agreement to Purchase.

Seller will sell and deliver to Buyer, and Buyer will purchase from Seller, the equipment and any other products, goods, materials, or services (collectively, "**Equipment**") specified in Section A of Appendix I hereto, on the terms and subject to the conditions set forth in this Equipment Purchase Agreement.). This Equipment Purchase Agreement, its Appendixes I, II and III as stated below and any other documentation referenced herein are collectively referred to as the "**Agreement**". In the event of any conflict between the provision of any documents the order of priority and precedence shall be as follows:

a) Provisions as stipulated in this Agreement shall prevail over all other documents.

b) The General Terms and Conditions (the "**Terms and Conditions**") as set forth in Appendix II shall prevail over approved specifications/technical requirements/clarifications/documentation (collectively **"Specifications"**) as set forth in Appendix III.

c) Specifications referenced herein as Appendix III.

d) The Specifications shall take precedence over all Seller's representations and/or submissions and/or proposals and/or unaccepted clarifications.

2. Specifications.

The Specifications shall be as set forth in Appendix III. The Equipment supplied shall conform, meet and/or exceed the Specifications, meet all applicable industry safety standards, including

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Underwriters Laboratories ("UL") standards where applicable and all applicable regulatory requirements, and be fit for its intended purpose.

3. Pricing and Payment Terms.

Buyer will pay Seller for the Equipment at the prices and upon the terms specified in Section A of Appendix I and unless otherwise stated there shall be no additional fees or charges whatsoever. Prices shall be firmed through delivery and no escalation allowed. Prices may only be modified by means of Change Orders. Unless otherwise stated, all prices and payments shall be in U.S. dollars.

Buyer will pay the purchase price to Seller in accordance with the milestone payment schedule specified in Section B of Appendix I.

4. Duty Exemption.

Buyer will be pursuing duty exemption and Seller shall;

a) provide Buyer with all information, documentation necessary as required,
b) execute applicable certificates of delivery and other documents as necessary.

5. Invoicing Instructions.

Seller shall email approved invoice complete with proper supporting documentation to APdept@ascendelements.com. Further guidance on verification requirements and any other procedural requirements will be provided in due course.

6. Delivery Terms.

The delivery terms shall be as specified in Section C of Appendix I and the final destination shall be Buyer's location at [Enter Buyer's Location] "Buyer's Location". Time is of the essence and Seller shall comply with all shipment dates and delivery schedules specified in the Agreement thereto without delay (unless such delay is requested by Buyer in writing). Seller shall notify Buyer promptly if any delay in scheduled delivery is anticipated.

7. Milestones.

The parties have agreed to the milestone dates set forth in Section D of Appendix I. The parties may agree to reasonably modify the milestone dates by mutual agreement.

8. Equipment Installation Services, Testing, and Acceptance.

Seller shall perform or provide vendor representatives to supervise the installation/testing of the Equipment in accordance with the installation/testing schedule (including Factory Acceptance Test ("FAT") and Site Acceptance Test ("SAT") specified in Section D of Appendix I. Unless otherwise stated, the cost of all installation, and thereafter testing to confirm the Equipment is functioning properly in accordance with the Specifications is included in the price of the Equipment

9. Process Guarantee

9.1 Seller shall provide the performance guarantee of the Equipment supplied as set out in this Agreement. The SAT procedure will be mutually agreed-upon between Buyer and Seller no less than sixty (60) days prior to the anticipated SAT. The acceptance criteria shall be based on the performance guarantees defined above. Both parties acknowledge that the system may be operated outside of the

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conditions listed in the specifications for short periods of time without such conditions invalidating the process guarantee. The SAT shall include but not limited to the following:

a) Last seven (7) consecutive days.

b) Upon completion of a successful test, Seller shall submit a SAT report to Buyer.

c) Buyer shall review the report within five (5) business days and confirm its agreement in writing or will specify the reasons that such guarantees have not been satisfied.

9.2 For downtime of less than six (6) hours during the SAT, a pause in the testing will occur, and testing will resume once the conditions resulting in the downtime has been corrected. The testing shall continue until the cumulative duration has been achieved. If the downtime is larger than 6 hours the test may be cancelled or rescheduled. If the SAT is cancelled or rescheduled due to an item under Buyer's responsibility, the SAT shall not be considered failed due to Seller.

9.3 After completion of the SAT if the Equipment supplied/designed by Seller fails to comply with the performance guarantee requirements, then the SAT shall be considered failed. After any failed SAT, Seller shall provide a proposal to Buyer within five (5) days outlining the corrective actions which may be taken to meet the required performance, including an estimation of the time to implement such corrective actions, as well as an estimate of the cost. If such proposal is accepted by Buyer a subsequent SAT shall be performed. For clarity and avoidance of any doubt, Buyer at its sole discretion elect not to implement the proposed corrective actions for whatsoever reasons.

9.4 Each subsequent SAT shall have the same duration, seven (7) consecutive days. Subsequent SAT's will be performed tentatively less than one (1) month after the corrections have been implemented. If failure(s) persists after a subsequent SAT, the cost associate with that subsequent SAT shall be at Seller's expense. Seller shall have one (1) month to apply corrective action and one (1) month after the corrections have been implemented to demonstrate the performance guarantees have been met. No more than three (3) SAT shall be performed.

9.5 In the event all SAT fail or if Buyer elects not to implement the corrective actions submitted by Seller, Buyer shall retain the final payment and/or use any outstanding invoice payments to offset the costs spent by Buyer to rectify the performances of the plant as well as the cost associated to the execution of the subsequent SAT. Buyer shall use commercially reasonable efforts to operate the Equipment until it passes SAT. In the event the costs exceed the above, Seller shall reimburse Buyer accordingly within 30 calendar days upon demand.

10. Warranty Period.

The warranty of the Equipment shall be one (1) year from the time of SAT completion or eighteen (18) months from equipment arrive to site, whichever is the later.

Should any part of the Equipment be repaired or replaced, such repaired or replacement part shall be similarly warranted for a period of one (1) year form the time of such repair or replacement or the end of the original warranty period, whichever is longer ("**Warranty Period**").

11. Support Service, Parts and Training.

11.1 **Support Service**. Seller shall ensure availability of knowledgeable service/technical personnel for:

a) Installation or installation supervision at Buyer's Location.

b) Commissioning or commissioning supervision at Buyer's Location.

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c) Start-up or commissioning supervision at Buyer's Location.

d) Training for Buyer's personnel.

e) Buyer's request to address and/or cure a defect during the warranty period as well as post warranty.

Further, Seller shall ensure its operations processes and procedure will ensure the quickest response to Buyer's request to address and/or cure a defect during the warranty period and post warranty. Base case Seller will reply to all support requests by Buyer within 48 hours provided such requests are received during Seller's normal business hours, and if Seller determines that it cannot adequately address the request within 48 hours of its initial response to Buyer, Seller will send a representative to Buyer 's facility within 72 hours of Seller's initial response to further investigate and address the request.

To ensure the quickest response to request for rectification of defects and/or problems encountered during Equipment operations any assurances and agreement as a condition precedent of award on steps and/or initiatives which may include setting up a back-up support service center in US in close proximity to the Buyer's Location, shall be incorporated into this Agreement accordingly.

Any post warranty support services shall be based on the same rate as quoted for installation/ commissioning/start-up support. Buyer may incorporate the scope and rates for such post warranty support services into this Agreement or issue a separate purchase order accordingly.

11.2 **Spare Parts**. Base case Seller shall ensure the scope of supply for the Equipment shall include all installation, commissioning and start-up spares as required. Unless the breakout cost is itemized in Section A of Appendix I, it is deemed that the cost has been included in the Equipment prices.

For a period of seven (7) years after Buyer's acceptance of the Equipment, Seller guarantees the supply of all Seller-manufactured parts as are necessary to ensure the continued operations of the Equipment.

If not already provided at the time of execution of this Agreement, Seller shall provide the recommended replacement schedule for specific components/parts and a list of recommended operational spares as for Buyer's consideration. Upon Buyer's selection of the items to be purchased a change order will be issued to incorporate the items and cost into this Agreement or Buyer may issue a separate purchase order accordingly.

11.3 **Training Services**. Seller shall provide training to Buyer's personnel as stipulated in Section A of Appendix I accordingly. In the event additional training services is required, Buyer may incorporate the scope and rates into this Agreement or issue a separate purchase order accordingly.

12. Documentation.

10.1 Seller shall establish a register of all design, data, drawings and documents, fabrication drawings of the Equipment including that of sub-order vendors collectively, "Vendor Data"). Buyer shall determine the specific critical Vendor Data that requires review and Seller shall submit the same timely to Buyer accordingly. Buyer's review requirements and review cycle shall be incorporated into

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the Equipment fabrication schedule. The parties shall endeavor and work around the Equipment fabrication schedule to ensure there is no impact on the committed delivery dates.

10.2 Seller shall provide the list of main components suborders complete with the description of the equipment/material, name of sub-vendor and make/brand accordingly.

10.3 Mechanical Catalogue comprising the Vendor Data documents, all technical documentation and other literature necessary for the proper use of the Equipment to be provided prior to commissioning of the Equipment. Unless the breakout cost is itemized in Section A of Appendix I it is deemed that the cost has been included in the Equipment prices. For clarity and avoidance of any doubt all documentation, information and literature shall be in English. It shall where applicable, include but not limited to:

a) Operational manual.

b) All Vendor Data.

c) Electrical schematics.

d) Bill of materials identifying OEM part numbers of the Equipment.

e) Seller's personnel contact details (name, email and phone nos.)

f) List of main components suborders complete with the company name of the sub-vendors, office addresses and personnel contact details (names, emails and phone nos.).

g) Weight of the major components as well as the complete Equipment.

h) All approved exceptions granted for the Equipment by Buyer.

i) Quality documentation and test results.

j) FAT and SAT reports.

k) Recommended maintenance inspection points and schedule.

l) Specific components/parts recommended replacement schedule.

m) List of operating spares with part numbers.

n) All computer source code developed by Seller specifically for the Project.

o) Any other documentation necessary to operate, maintain, service and support operations of the Equipment.

All drawings and schematics described above shall be provided to Buyer in CAD (preferably Pro-E, AutoCAD or SolidWorks) format.

13. Terms and Conditions.

For clarity and avoidance of any doubt, the General Terms and Conditions attached hereto as Appendix II (the "**Terms and Conditions**") are made a part of this Agreement and shall be read in totality with the provisions in this Agreement.

14. Notices.

All notices, documents, statements, reports and other writing required or permitted to be given under this Agreement shall be sent either by prepaid, registered or certified air mail, overnight courier or email, properly addressed to Seller or Buyer at their respective addresses as follows, or at such other address as one Party to this Agreement may from time to time designate by notice in writing to the other, which notice shall be deemed to be given upon receipt by the addressee thereof:

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(a) If to Seller:

Address: No.8,Kangming Rd, Yuzui Town, Jiangbei District, Chongqing, China
Attention: Hao Chao
E-mail: haochao@jiangbeimach.com

(b) If to Buyer:

Address: 133 Flanders Rd., Westborough, MA 01581
Attention: Legal Department, c/o Liam Lochhead
E-mail: llochhead@ascendelements.com

15. Miscellaneous

This Agreement may be executed in counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date [Effective Date]

("**Buyer**")
ASCEND ELEMENTS, INC.

DocuSigned by:
By: A. Aberdale
37EC7AE24B9243C...
Name: Andrew Aberdale

Title: CFO 7/12/2023

("**Seller**")

By: Hao Chao
Name: Hao Chao

Title: Project Manager

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APPENDIX I

Section A: Equipment and Pricing

S/N	Scope/Activity	Amount (CNY)	Amount (USD)
1	Li2CO3 centrifuge / Li2CO3离心机 Tag No.：1-PU-25004A/B， 1-PU-25005，1-PU-25006 Qty.：4sets	4600000	676000
4	1 year operational spare parts (Budget quotation，List and Itemized Pricing to be Provided separately)一年操作备品备件（报价，清单及分项价另行提供）		Included in total price 已含在总价中
5	Start Up/Commissioning Spares Parts quotation 启动/调试备件费用		Included in total price 已含在总价中
6	Outer packing（Meet shipping requirements,protective wooden case, covered with dustproof and anticorrosive film must be included）外包装(满足海运要求,必须包括防尘和防腐蚀隔膜)		Included in total price 已含在总价中
7	Refer to commissioning installation, personnel training（(Please specify personnel, time, visa, accommodation and transportation fees)） 指导调试安装，人员培训（人员，时间，签证，食宿交通费请明确说明）		Free commissioning period: 20 days, 2 people; The visa shall be handled by owner, and the round-trip international air ticket and accommodation expenses abroad shall be borne by the client; Service fee will be charged at RMB 2000 /person/ day. The visa shall be handled by the client, and the round-trip international air ticket and accommodation abroad shall be borne by the client. 免费调试期：20天，人员2人；签证由客户办理，国际往返机票和国外食宿行费用由客户承担；超期按照2000元/人/天收取服务费。签证由客户办理、国际往返机票和国外食宿行由客户承担。
8	Fee to Shanghai Port (Inland transportation fee, transportation insurance, pick-up/packing fee, entry fee, storage fee, THC fee, booking fee, export declaration fee, information fee, etc), 到上海港费用（内陆运输费，运输保险，提/装箱费，进港费，仓储费，THC费，订舱费，出口报关费，资料费等费用）		Included in total price 已含在总价中
9	First fill of lubricants, as applicable 初次充装的润滑剂，如适用		Primary grease has been filled, lubricating oil is not included 初次润滑脂已经加注，润滑油不包含
10	Special tools, if any 特殊工具，如果有的话		Included in total price 已含在总价中
11	Other Cost (Vendor to specify)		include the cost of insurance in the purchase contract 包含采购合同中保险费用

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12	Lithium carbonate centrifuge counterweight block mold 4 sets, 5 face sealed square boxes 碳酸锂离心机配重块模具4套，5个面密封的方箱盒子		Included in total price 已含在总价中
	Discount 4% of the total bid price 价格优惠(原投标总价的4%)	-184000	-27040
	Total price after discount (FOB Shanghai)		**648960**

Section B: Payment Terms and Milestone Payment Schedule

Payment shall be made by wire transfer within thirty (30) work days after receipt of correct invoice complete with the supporting documentation in good order by Buyer's Accounts Payables in accordance with Buyer's invoicing procedures as communicated to the Seller.

% of Total Equipment Value	Milestone Schedule for Invoice Submission
15%	Within thirty (30) work days after the PO signed.
15%	Within thirty (30) work days after the submission of basic design document.
50%	Within thirty (30) work days after fabrication 50% complete
10%	Within thirty (30) work days after successful completion of FAT.
5%	Within thirty (30) work days after arrival at Ascend Elements site.
5%	Within thirty (30) work days after Completion of Warranty.
Vendor support services - installation, commissioning, start-up, training and other similar services shall be invoiced upon completion of services concerned. The compensation amount shall be derived from the multiplication of the day rate by the actual number of man days utilized.	

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Section C: Delivery Terms and Location

Unless otherwise stated the delivery terms shall be:

- If shipping from outside the United States, FOB Named Port of Export and the final destination shall be Buyer's Location. Buyer and Seller shall explore the option for DAP or DDU or DDP final destination (Buyer's Location). Upon mutual agreement on the selected option, Buyer shall issue a change order for the additional cost accordingly.

- If shipping from within the United States, equipment should be delivered at Buyer's Location.

The committed delivery date FOB port of export in case shipping from outside the United States or delivery at Buyer's Location in case shipping from within the United States, shall be [17] weeks (Date: [Date] after award of this Agreement and expected received at final destination by Date: [***].

Section D : Milestones

Milestone	Weeks After Award of Agreement	Estimated Date
Award of Equipment Purchase Agreement	0	Release PO time
Submission of critical Vendor Data for Buyer review. .	2	
Release of Vendor Data for Equipment fabrication.	3	
Commence fabrication of Equipment.	6	
Main components suborders received at Seller's fabrication facilities.	8	
Fabrication 50% complete.	11	
Fabrication 100% complete	15	
Successful FAT	16	
Presentation of clean Bill of Lading for shipment	17	
Successful completion of SAT	25	

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APPENDIX II

Buyer General Terms and Conditions of Purchase

1. **Definitions:** The term "Agreement" means these General Terms and Conditions of Purchase ("Terms and Conditions"), together with all documents specifically referenced herein and any written purchase order(s), contract or agreement which attaches, incorporates or otherwise references these Terms and Conditions, including, without limitation, the Equipment Purchase Agreement. The term "Buyer" means Ascend Elements, Inc., or its subsidiary(ies) or affiliate(s) executing this Agreement. The term "Seller" means any individual, corporation or other entity who is to supply Equipment purchased by Buyer pursuant to this Agreement. The term "Equipment" means the equipment, products, goods, materials or services sold by Seller and purchased by Buyer under this Agreement.

2. **Examination Prior To Commencement:** Seller acknowledges that it has had the opportunity and has carefully examined all specifications, drawings, designs and other similar information related to this Agreement as well as governmental restrictions permits and license requirements, and all other law and rules applicable to the work to be done under this Agreement, and has made all other investigations necessary to obtain a complete understanding of what is required to fully perform its obligations under this Agreement. Seller further represents that, based on these examinations and investigations that it has all necessary business, professional and technical expertise as well as the equipment, plant and employee resources required to provide the Equipment covered by this Agreement in accordance with specifications and drawings and the terms of this Agreement.

3. **Price/Terms:** Seller warrants that the prices set forth in this Agreement are complete and that no additional charge of any type will be added without Buyer's prior express written consent unless an additional charge is Buyer's responsibility under the applicable Incoterm set forth herein, including but not limited to, charges for, packaging, labeling, custom duties, taxes, storage, insurance, boxing, crating, Seller's engineering, overhead, labor, material, inspection testing, the cost of Seller's installation and testing of the Equipment at Buyer's facility, and the cost of all documentation, software, training as set forth in this Agreement. Unless otherwise specified in the Agreement, all prices will be as stipulated in Appendix I of the Agreement. Seller further warrants that the prices set forth in this Agreement are the lowest prices charged for the Equipment, or substantially similar equipment, sold by Seller to its other similar customers. If, after execution of this Agreement, but prior to payment by Buyer for Equipment purchased hereunder, Seller (i) sells, or offers to sell, Equipment, or substantially similar products, to another similar customer at a lower price, or (ii) offers a reduction in price to any similar customer already purchasing Equipment, or substantially similar products, such lower price will be applicable to all purchases of Equipment by Buyer hereunder.

4. **Fees, Expenses and Taxes:** Unless otherwise specified herein, each Party shall bear and pay all fees, costs and expenses (including legal fees and accounting fees), and taxes and banking that have been incurred or that are incurred by such Party in connection with the transactions contemplated by this Agreement.

5. **Inspection and Quality Assurance**: All Equipment will, before delivery, be subject to reasonable inspection, tests, and audits by Buyer or its agent at reasonable times and places. Provided Buyer provides reasonable prior notice to Seller, Seller agrees to provide access for Buyer to its facilities at all reasonable times for such inspection, tests, and audits, and, at no additional cost, to provide all assistance and facilities reasonably necessary to perform the same. Neither the inspection, testing, or auditing of any Equipment, nor the failure to do so, before delivery to Buyer will constitute acceptance of any Equipment or relieve Seller from exclusive responsibility for furnishing Equipment in strict conformance with Buyer's specifications. Seller warrants that it has and will maintain an adequate quality control/assurance program with respect to the production and delivery of Equipment and that it creates and maintains adequate quality control/assurance reports, certificates, affidavits, and other such records relating to the Equipment. Seller agrees that, upon request and at no additional charge, it will promptly furnish authenticated copies thereof, as well as applicable certificates of conformance and/or compliance acceptable to Buyer at the time of,

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or promptly after, delivery. Seller agrees to notify Buyer of any changes to Seller's raw materials manufacturing processes, analytical processes and quality control/assurance program that affect the quality of provided Equipment, including changes to certificates, affidavits and other such records relating to the Equipment.

6. **Rejection:** Upon inspection, Buyer may give Seller notice of rejection or revocation of acceptance, notwithstanding any payment, passage of title, approval, prior test or inspection. No inspection, approval, test, delay or failure to inspect or test, or failure to discover any defect or other nonconformance will relieve Seller of any obligations under this Agreement or impair or waive any right or remedy of Buyer with respect to Seller's performance hereunder. If, in Buyer's judgment, the Equipment does not conform with the requirements of this Agreement, Buyer will have the right to reject the Equipment and, in addition to any other rights and remedies it may have, Buyer may, in its sole discretion: (1) return any or all nonconforming Equipment to Seller for reimbursement, credit, replacement, or repair as Buyer may direct; (2) correct, rework, and/or repair the Equipment with all costs associated therewith to be charged to and paid by Seller; or (3) hold any or all nonconforming Equipment, at Seller's risk and expense, for disposal or correction according to Seller's Instructions. Furthermore, Buyer may, at its option, reduce the quantity of Equipment Buyer is obligated to purchase by the quantity of Equipment returned to Seller hereunder. Any Equipment rejected by Buyer and returned to Seller will be returned, at Seller's risk and expense, with the cost of packaging, handling, inspection, examination, transportation and any other costs incidental thereto to be charged to and paid by Seller. Such Equipment will not thereafter be tendered to Buyer for acceptance unless the previous rejection and requirement of correction are disclosed to Buyer in writing. All such nonconforming Equipment that is so remedied will have the same warranty as stated in Section 7 from the date of re-delivery. Acceptance, whether or not it has been revoked, will not release Seller's responsibility for latent defects, non- conformities, warranty, or other claims. Nothing in these Terms and Conditions will relieve Seller from the obligation of testing, inspection and quality control.

7. **Warranty:** Seller warrants that all Equipment will be (i) in strict conformance with all applicable specifications, drawings, instructions, data, samples, standards and regulations, (ii) merchantable, new and free from defects in design, material and workmanship, (iii) as described and advertised, of good quality, fit for the intended purposes, (iv) composed of all new components, (v) free from all liens, encumbrances and any actual or claimed patent, copyright or trademark infringement, (vi) safe for its intended use to the extent that the Equipment is used as intended, and (vi) manufactured in compliance with all applicable federal, state and local laws, regulations or orders, and agency or association standards or other standards applicable to the manufacture, labeling, transporting, licensing, approval or certification of the Equipment. Except as expressly set forth above, Seller expressly disclaims all other representations and warranties of any kind that may be applicable (whether arising by implication or by operation of law). Buyer's review and/or approval of Seller's design, material, process, drawing, specifications or the like will not be construed to relieve Seller of the warranties set forth herein. Except as set forth herein, limitations on Buyer's remedies (or disclaimers of warranties} in documents of Seller, or otherwise, will not be effective and are hereby objected to and rejected. All warranties and other provisions of this paragraph will survive inspection or acceptance of payment for, and use of the Equipment and completion, termination, or cancellation of this Agreement, and will accrue to Buyer, its successors, and assigns, and to users of the Equipment. All of the covenants, warranties and representations contained herein shall survive the performance of this Agreement by Buyer and Seller, including without limitation, delivery of the Equipment ordered hereunder, and the payment therefor.

8. **Intellectual Property**: If Buyer furnishes the design for the Equipment or requires Seller to prepare a design for the Equipment, then Buyer will own all intellectual property rights relating to such design and Seller agrees to assign all rights, title in such designs to Buyer. Further Seller agrees that all deliverables resulting from this Agreement as well as the Equipment will be the sole and exclusive property of Buyer. Buyer does not transfer to Seller any patent, trade secret, trademark, service mark, copyright, or other intellectual property right of Buyer. If either party learns of any third-party patent, copy-right,

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trade secret and proprietary right which covers any aspect of the supply and/or fabrication of the Equipment, it shall promptly inform the other party concerned.

Seller will indemnify, protect, defend or settle (at Seller's expense), and hold harmless Buyer, its parents, affiliates, and its and their directors, officers, employees, agents, successors and assigns, and the users of Equipment ("Indemnitees") from all liabilities, and all other obligations and proceedings, and all fines and penalties imposed upon, Indemnitees and all attorney fees and any other cost of litigation (collectively "Labilities") incurred as a result of actual or alleged infringement of any present or future or actual or alleged intellectual property right of any third party arising from Buyer's purchase, use or sale of Equipment supplied under this Agreement. In the event of an allegation of intellectual property infringement or if the use or sale of the Equipment is enjoined, Seller will, at its own expense and at Buyer's option, either (i) procure the right to continue using the Equipment; (ii) make such alterations modifications or adjustments to the Equipment so that they become non-infringing without incurring a material diminution in performance or function; (iii) replace same with a non-infringing equivalent; or (iv) remove the Equipment and refund the purchase price and the transportation and installation costs thereof. All such obligations of Seller to indemnify, hold harmless, protect and defend Buyer are in addition to Seller's warranty obligations and all other rights or remedies of Buyer and will survive acceptance and use of, and payment for, the Equipment, and completion, termination, or cancellation of this Agreement if any settlement requires an affirmative obligation (other than ceasing use of the Equipment) of, results in any ongoing liability to or prejudice or detrimentally impacts Buyer in any material way, then such settlement shall require Buyer's written consent and Buyer may have its own counsel in attendance at all proceedings and substantive negotiations relating to such Liabilities.

9. **Inventions**. Seller shall promptly disclose to Buyer all inventions, discoveries, and improvements (whether patentable or not) conceived or made by Seller's personnel, either alone or jointly with others, or its vendors in the course of performance of this Agreement. At Buyer's request, Seller shall assign and require its personnel to assign to Buyer or to its designee, each such invention, discovery, and improvement. Seller shall also require its employees to execute such papers as Buyer requests in connection with the assignment or prosecution of patents or patent applications covering each such invention, discovery, or improvement in all countries specified by Buyer and to render reasonable assistance to Buyer in connection with protecting Buyer's rights to such invention, discovery or improvements.

10. **Liability and Indemnification:** Seller will indemnify, protect, defend or settle (at Seller's expense), and hold harmless Indemnitees from and against all Liabilities arising out of or in any manner connected with personal injury, including death, or property loss or damage, or any other loss or damage, to Buyer or to others (including Seller and employees and invitees of Seller, Seller's suppliers, distributors, Buyer and Buyer employees and invitees) arising out of or in any manner delivery of, or any defect in the Equipment supplied hereunder, (ii) any act or omission of Seller; and/or (iii) breach of any representation, warranty or covenant, whether caused by Seller, or a supplier of Seller, or employees or invitees of either of them. Seller, for itself, its successors, assigns and subcontractors hereby expressly agrees to waive any provision of any workers' compensation act or other similar law whereby Seller could preclude its joinder by Buyer as an additional defendant, or avoid liability for damages, contribution or indemnity in any action at law, or otherwise where Seller's or its subcontractor's employee or employees, heirs, assigns or anyone otherwise entitled to receive damages by reason of injury or death brings an action at law against any Indemnitee. Seller's obligation to Buyer herein will not be limited by any limitation on the amount or type of damages, benefits or compensation payable by or for Seller under any workers' compensation acts, disability benefit acts, or other employee benefit acts on account of claims against Buyer by an employee of Seller or anyone employed directly or indirectly by Seller or anyone for whose acts Seller may be liable. The obligations in this Section are in addition to Seller's duty to provide insurance and will not be altered by any limitation on the amount or type of damages, compensation, or benefits payable by Seller under any Workers' Compensation Act, U.S. Longshoreman's and Harbor Workers' Act, or any other employee benefit act. Seller's obligations

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hereunder will not be limited to the extent of any insurance available to or provided by Seller. Buyer will indemnify, protect, defend or settle (at Buyer's expense), and hold harmless Seller, its parents, affiliates, and its and their directors, officers, employees, agents, successors and assigns ("Seller Parties") from and against all liabilities, and all other obligations and proceedings, and all fines and penalties, imposed upon Seller Parties arising out of or in any manner connected with personal injury, including death, or property loss or damage, or any other loss or damage to the Seller Parties arising out of or in any manner connected with (i) the unsafe or improper use of the Equipment; (ii) any act or omission of Buyer; and/or (iii) breach of any representation, warranty or covenant by Buyer.

11. **Title and Risk of Loss:** All damage or loss to the Equipment shall be as determined by the applicable Incoterms set forth in Section C Appendix I of this Agreement), unless otherwise agreed by the parties.

12. **Insurance**: Subject to any additional or increased insurance requirements that may be set forth in any Addendum hereto, Seller shall maintain and keep in full force and effect, policies of insurance as set forth in this Section, which will be primary and non-contributing with respect to any other insurance or self-insurance that may be maintained by Buyer. Seller shall name Buyer as an additional insured on all such insurance policies and shall cause its underwriters or insurers to issue certificates of insurance to Buyer evidencing that the coverage and policy endorsements required under this Section are maintained in force. All such insurance must be placed with one or more insurance companies having an A.M. Best's rating of not less than A-VII. All deductibles, self-insured retentions or prospective premium features relating to such insurance will be assumed by Seller, for the account of Seller, and at Seller's sole expense and risk. Seller will have and maintain the following insurance coverage: (a) commercial general liability insurance (including but not limited to, premises, operations, products, completed operations, and contractual liability); (b) excess/umbrella liability insurance, primary and noncontributory, covering claims in excess of the coverage described above in this Section in an amount of at least $5,000,000 U.S. dollars per occurrence, which policy shall follow the form of all underlying policies including, but not limited to, primary, non-contributory, additional insured, and waiver of subrogation in favor of Buyer; and (d) statutory workers' compensation and employer's liability insurance.

13. **Termination:** Either party may terminate this Agreement, or any releases issued pursuant to this Agreement, in whole or in part, if the other party is in material breach of this Agreement and has failed to cure such breach within thirty (30) days of receipt of notice of material breach from the non-breaching party. Buyer may terminate this Agreement for convenience by providing Seller thirty (30) days prior written notice. If this Agreement is terminated by Seller for material breach, Buyer will pay Seller, on a pro rata basis, for Equipment delivered as of the date of termination, as well as reasonable costs incurred by Seller through the date of termination. The net compensation shall take into account payments that have already been made to Seller. or clarity and avoidance of any doubt for illustration purposes it is determined that the pro-rata value of Equipment delivered is $XX. In the event $YY has already been paid, the compensation shall be $(XX – YY) only. Upon such payment, all finished goods for which Buyer has paid will become the property of Buyer and will be released by Seller to Buyer for pick-up and removal, upon demand. The provisions of this clause are without prejudice to any other rights or remedies of Buyer, including those resulting from default by Seller hereunder. The provisions of Sections 7 through 110 inclusive, 14 through 20 inclusive, 23, 24, 28, 29, 34, 35 and 37 through 39 inclusive shall survive termination of this Agreement for any reason whatsoever.

14. **Confidentiality:** At all times, each party will: (i) maintain the confidentiality of any information disclosed by the other party or any of its parents, subsidiaries, affiliates, customers, and contractors, whether or not identified as "confidential" upon disclosure ("Confidential Information"); (ii) not disclose or permit the disclosure of any Confidential Information to any person other than its employees for whom such knowledge is essential for performance of the Agreement; and (iii) not use Confidential Information except for performance of the Agreement. The party receiving the Confidential Information ("Receiving Party") will immediately notify the other party ("Disclosing Party") of any disclosure of any Confidential Information that is not permitted by this Agreement and Receiving Party will

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be responsible for the disclosure of other misuse of Disclosing Party's Confidential Information. Disclosing Party makes no representation or warranty of any kind, express or implied, with respect to any Confidential Information including, without limitation, any warranty of non-infringement, system integration, non-interruption of use, and freedom from program errors with respect to the Confidential Information. Disclosing Party may, at its sole discretion, elect at any time, by written notice to Receiving Party, terminate Receiving Party's further use of Confidential Information and Receiving Party shall immediately return to Disclosing Party all Confidential Information and copies thereof and erase any digitally held Confidential Information. Termination by Disclosing Party will not affect Receiving Party's continuing obligations in this Section.

15. **Liens:** Seller warrants that no lien, encumbrance or security interest will be filed by Seller or anyone claiming under or through Seller against Buyer, Buyer's property, or the Equipment furnished under this Agreement. If any services are performed at the premises of Buyer, Seller shall keep such premises free and clear of all mechanics liens and furnish Buyer with proper affidavits and/or waivers certifying thereto upon request.

16. **Independent Contractor/Safety:** Seller is and will remain an independent contractor of Buyer. No employee, agent, or representative of Seller or its subcontractors will be deemed to be an employee of Buyer. Seller will provide all safeguards, and take all precautions, necessary in connection with the production and delivery of the Equipment sold hereunder to prevent the occurrence of any accident, injury, death, loss, or damage to any person or property, and will be solely responsible therefor. Seller warrants that all Equipment delivered hereunder will be produced and delivered in a safe, proper, and workmanlike manner and in compliance with all subsidiaries, affiliates, customers, and contractors, applicable codes, regulations, laws, standards, specifications and Buyer requirements concerning safety, performance and otherwise, including, without limitation, any work or services related thereto performed on premises controlled by Buyer.

17. **Assignment:** Neither this Agreement, nor Seller's rights and obligations hereunder, are assignable by Seller without the prior written consent of Buyer. No such consent or assignment will release Seller or change Seller's liability to perform all of its obligations under this Agreement. Any attempted assignment without the prior written consent of Buyer will be null and void.

18. **No Violation of Law:** Seller and the Equipment will comply with all applicable laws, rules, regulations orders, conventions, ordinances or standards of the country(les) of destination or that relate to the manufacture, labeling, transportation, importation, exportation, licensing, approval or certification of the Equipment, including, but not limited to those relating to environmental matters, data protection and privacy, wages, hours, and conditions of employment, subcontractor selection, discrimination, occupational health/safety and motor vehicle safety, Upon request, Seller will furnish Buyer with certificates of compliance therewith. Unless this Agreement is otherwise exempted by law, Seller will comply with Executive Order 11246, as amended by Executive Order 11375 (Equal Employment Opportunity), the Rehabilitation Action of 1973, the Vietnam Era Veteran's Readjustment Assistance Act of 1974 and the Americans with Disabilities Act, as they have been or may be amended from time to time, and regulations implementing such statutes; and any similar state and local laws and ordinances and the regulations implementing such statutes. If requested by Buyer, Seller will furnish to Buyer an executed Certificate of Non-segregated Facilities. Seller warrants that the Equipment delivered hereunder were produced at facilities complying with all applicable provisions of the Occupational Safety and Health Act and applicable regulations under that Act and agrees to, upon request, provide Buyer with all explanatory and factual information needed to verify such compliance and to enable Buyer to comply therewith, and with any other laws and regulations applicable hereto. Seller further warrants that it will comply, where applicable, and without limitation, with all orders, standards, and regulations of the National Highway & Transportation Safety Administration, Federal Aviation Administration, Environmental Protection Administration, Food and Drug Administration, Consumer Product Commission, and Occupational Safety & Health Act Administration. This contractor and subcontractor shall abide by the

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requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance In employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

19. **Limitation of Use of Payment:** Seller shall not offer or use, directly or indirectly, any money, property or anything of value received by Seller under or pursuant to this Agreement to influence improperly or unlawfully any decision, improperly or unlawfully any decision, judgment, action or inaction of any official, employee or representative of any government or agency or instrumentality thereof, or of any government owned or partially government owned entity, or any other person or entity, in connection with or relating to the subject matter of this Agreement or any supplement or amendment hereto. No payment shall be made, nor shall any transaction be entered into in connection with this Agreement that is illegal, improper or is intended to unduly or improperly influence any third party, including without limitation, by means of extortion, any kickback or bribery. If Seller breaches the terms of this provision, Buyer may immediately terminate this Agreement without any liability.

20. **Environment, Health, Safety and Security:** If Seller, either as principal or by agent or employee, enters upon the property of Buyer; Seller agrees to comply with Buyer's rules and regulations, including its environmental, health, safety and security rules and regulations.

21. **Hazardous and Dangerous Goods and Materials**: Seller warrants: (1) that any chemical substance or mixture delivered to Buyer pursuant to this Agreement is on the Toxic Substance Control Act inventory or that the pre-manufacture notice requirements thereof have been satisfied and such chemical substance or mixture is lawfully available for sale and use;(2) that chemical substances or mixtures delivered hereunder will be properly packaged with all appropriate warning labels, instructions for use, and notices, and that, if such chemical substances or mixtures are supplied in bulk, Seller will provide Buyer with an adequate supply of such warning labels, instructions, and notices for use in Buyer's facilities; (3) that Seller will supply with, or before, delivery, and at any other time upon Buyer's request, all information known to Seller with respect to potential hazards, including possible toxic or harmful effects, related to the handling, use, storage, disposal, or transportation of any chemical substances or mixtures delivered hereunder, and any precautions that should be taken to eliminate or reduce to a minimum such hazards; and (4) that Seller will ascertain and furnish all information about the Equipment required by Buyer to comply with all safety-related laws and regulations (including, without limitation, those relating to applicable right-to know laws and occupational safety and health acts), and with laws and regulations regarding composition, ingredients, or otherwise, including promptly furnishing to Buyer upon written request a list of all ingredients therein and the amounts thereof and information concerning any changes in such ingredients thereafter. Seller agrees that it will, upon Buyer's request, accept the return of unused toxic or hazardous chemical substances or mixtures delivered to Buyer pursuant to this Agreement. Unless approved in writing by Buyer's location manager prior to shipment, Seller will not deliver any Equipment containing asbestos in a content exceeding the local regulatory level.

22. **Import/Export Compliance; Controlled Information:** Seller shall and ensure its vendors supplying subcomponent items for the Equipment comply with all export control regulations.

Seller warrants that all sales made hereunder are or will be made at not less than fair value under the United States Anti-Dumping Law (19 U.S.C. Sec. 160 et seq.). Buyer will not be a party to the importation of the Equipment, the transaction(s) represented by the Agreement will be consummated subsequent to importation, and Seller will neither cause nor permit Buyer's name to be shown as "Importer of Record" on any customs declaration. Transferable credits or benefits associated with the Equipment, including trade credits, export credits, or rights to the refund of duties, taxes, or fees, belong to Buyer unless otherwise prohibited by applicable law. Seller will provide Buyer with all information and records relating to the Equipment necessary for Buyer to (i) receive these benefits, credits, and rights, (ii) fulfill any

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customs obligations, origin marking or labeling requirements, and certification or local content reporting requirements, (iii) claim preferential duty treatment under applicable trade preference regimes, and (iv) participate in any duty deferral or free trade zone programs of the country of import. Seller will be responsible for strict compliance with all legal, regulatory and administrative requirements associated with any importation or exportation of Equipment, including obtaining any required licenses or approvals and, unless otherwise agreed between the parties elsewhere in this Agreement, the payment of all associated duties, taxes and fees. If the Seller is a Chinese company, Seller acknowledges that because it is a Chinese company none of the Seller Parties can lawfully receive any information or data, which may not be exported to China under applicable export control laws and other laws. This includes, but is not limited to, information controlled under the U.S. International Traffic in Arms Regulations ("ITAR") and information controlled under certain provisions of the Export Administration Regulations (e.g., "EAR 600-series") for which no license for export to China can be obtained ("Controlled Information"). Buyer will not disclose any Controlled Information to Seller or any of its affiliates.

23. **Duty Drawback:** Upon request of Buyer, Seller will cooperate with Buyer in seeking any duty drawback available to Buyer in connection with export by Buyer of any Equipment imported by Seller and provided to Buyer under this Agreement, or incorporating, or manufactured by Buyer from, such Equipment. Without limitation, Seller will (i) provide all information with respect to such imported Equipment necessary to complete any such drawback claims to be filed by Buyer, including U.S. Customs Service entry numbers, dates of entry, quantities and description of goods, customs values, and rates and amounts of customs duties paid by Seller, and (ii) execute applicable certificates of delivery and other documents as necessary in connection with Buyer's drawback claims.

24. **Labor Agreements:** Seller will notify Buyer of any labor contract expiration if the expiring contract will not be extended or replaced. Buyer may thereafter direct Seller in writing to manufacture up to 30 days of additional inventory of the Equipment, specifying the quantities of Equipment required and any packaging and storage requirements. Seller will use commercially reasonably efforts to comply with Buyer's written instructions prior to the expiration of the current labor contract and until the current labor contract has been extended or a new contract completed. By authorizing the additional inventory, Buyer commits to buy the entire quantity of conforming Equipment requested and produced. Seller is responsible for carrying costs and any additional costs of manufacture.

25. **Changes:** Buyer may, at any time, in writing, make changes to the general scope of this Agreement, and Seller will, within a reasonable time depending on the details of the requested change but in no event more than two (2) weeks from the date of the request, deliver a proposal to Buyer that includes the adjusted price and/or performance timeframe, as applicable. If Buyer accepts Seller's proposal, Seller will implement the change on the new terms set forth in the proposal. If any such change causes an increase or decrease in the cost of, or time required for, the performance of Seller's obligations under this Agreement, an equitable adjustment will be made to the price or delivery schedule, or both, and this Agreement will be modified in writing accordingly.

26. **Electronic Commerce:** Seller acknowledges that Buyer currently uses, or will in the future use, an electronic "business to business" framework to facilitate the transmission of Key Documentation relating to the purchase of Equipment hereunder. For purposes of this provision, Key Documentation means purchase orders, order confirmations, advanced shipping notices (ASN), change orders, invoices and other similar documentation which form a part of the Agreement. Seller acknowledges and agrees that (i) it has in place currently, or will implement as soon as possible after execution hereof, the system designated by Buyer to facilitate transmission of Key Documentation electronically, and Key Documentation transmitted hereunder by such methods will not be deemed invalid solely because they have been transmitted or executed electronically. To the extent required by Buyer, each authorized representative of a party will adopt a unique, verifiable digital identification consisting of symbols or codes to be transmitted with each electronic transmission, and use of such digital identification will be

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27. **Notifications:** Seller agrees to immediately notify Buyer of any actual or possible safety problems with the Equipment delivered hereunder. Seller also agrees to give Buyer reasonable advance notice of potential material shortages, insolvency or other matters that might delay or interfere with its performance of this Agreement.

28. **Buyer's Property and Parts:** All property of any kind supplied to Seller or paid for by Buyer will be and remain Buyer's property, and Seller will maintain such property in good condition and repair, except to the extent that such property is integrated into Equipment delivered hereunder. Materials or parts provided by, or on behalf of, Buyer that have been, or are to be, processed by Seller are consigned to Seller solely for purposes of such processing and remain Buyer's property. All Buyer property, while in Seller's custody or control, will be held at Seller's risk, free of all liens, encumbrances, or security interests of Seller or third parties, and will be kept insured by Seller at Seller's expense in an amount equal to replacement cost with loss payable to Buyer. All property of Buyer is subject to removal by Buyer at any time, and to rectum upon Buyer's request. To the extent that Seller is negligent in using Buyer's property, Seller will assume the risk of death or injury to persons or damage to property arising from use of Buyer's property. Buyer does not guarantee the accuracy of any Buyer property, or the availability or suitability of any property furnished by it. Seller assumes sole responsibility for inspecting, testing, and approving all of Buyer's property supplied by Buyer prior to any use by Seller.

29. **Force Majeure:** Neither party will be in default for any delay or failure to perform its obligations under this Agreement if caused by an extraordinary event beyond its reasonable control without its fault or negligence as further elaborated below; provided that any delay or failure to perform caused by default of a supplier of Seller at any lower tier must be beyond the reasonable control of both Seller and such supplier without the fault or negligence of either and items to be furnished must not be obtainable from other sources in sufficient time to permit Seller to meet the delivery schedule, and provided further that Seller furnishes prompt written notice of any delays or non-performances (including its anticipated duration) after becoming aware that it has occurred or will occur.

Further for clarity and avoidance of any doubt, Force Majeure shall mean an occurrence beyond the control and without the fault or negligence of the party affected including, but not limited to, acts of God or the public enemy; expropriation or confiscation of whole or part of the facilities; war, rebellion, sabotage or riots; pandemic, lockdowns; sanctions, embargoes; severe disruptions to the labor supply or supply chain, earthquakes, severe flooding or unusually severe weather that could not reasonably have been anticipated; fires, explosions or other catastrophes; unresolved community protest, authorities restrictions that prevents construction of the facilities in the current selected location; strikes or any other concerted acts of workmen; or other similar o:ccurrences which are not within the control of the party affected and which by the exercise of reasonable diligence said party is unable to prevent or provide against. The parties agree that the remedy for Force Majeure occurrences shall be as follows:

a) Should either party be delayed in performance of this Agreement by an occurrence which it considers to be Force Majeure and should either party be unable to avoid or prevent said delay by reasonable effort, the party affected shall promptly give notice to other party and shall do all things reasonably possible to remove the cause and mitigate its effects. If Seller's and/or its vendors performance is delayed by Force Majeure, appropriate adjustments shall be made to the work schedule and Equipment delivery dates. Notwithstanding there shall be NO adjustment to the Price NOR any claim for damages, consequential losses or loss of anticipated profits whatsoever.

b) Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages, consequential losses or loss of anticipated profits whatsoever if, and to the extent, such delay or failure is caused by Force Majeure.

c) If performance of this Agreement is suspended for thirty [30] consecutive days, then the parties shall mutually agree on the amicable way forward which may include termination of the Agreement as a last resort.

d) Buyer may purchase the Equipment from other sources and reduce its purchases from Seller accordingly without liability to Seller.

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30. **Shipping:** Unless the governing Incoterms set forth in Section C of Appendix I of this Agreement governs otherwise: (i) all drayage, demurrage, storage, insurance, packing and related charges will be paid by Seller; (ii) all Equipment will be packed, marked and shipped in accordance with the requirements of the common carriers in a manner to secure the lowest transportation costs consistent with the requirements hereof; (iii) packing slips identifying the purchase order number, release number and part number must accompany each shipment: (iv) Seller will mark each package with the Agreement number, and where multiple packages comprise a single shipment each package will be shown on packing slips, bills of lading, and invoices; (v) in the event that Buyer is obligated to pay for shipping, Seller will be responsible for all extra charges incurred because of Seller's failure to follow Buyer's shipping instructions, including those related to delivery schedules, whether or not Seller's liability for general damages is excused under other provisions of the Agreement; (vi) Seller will mark the Equipment, packaging and packing as instructed by Buyer and in accordance with the standards of the Uniform Commercial Code; (vii) if Seller is responsible for the expected delay, Seller will pay all express and other charges necessary to expedite delivery to enable Seller to meet the delivery schedule; (viii) if Seller is responsible for the delay, Seller will ship all late shipments by express or other priority methods of delivery at its expense; and (ix) Seller will issue to Buyer advance shipping notices as requested by Buyer.

31. **Delivery:** Time and quantity are of the essence. Delivery must be on the date indicated, if any, and otherwise as requested by Buyer. Buyer will have no liability for payment of Equipment delivered to Buyer that is in excess of quantities specified in the Agreement or in releases and Buyer may return over shipments to Seller at Seller's expense for all packing, handling, sorting and transportation charges. Buyer may, from time to time, change delivery schedules or direct temporary suspension of scheduled shipments. Buyer will be responsible for additional costs of expedited or other special transportation that Buyer may require as a result of changes to its firm releases or delivery schedules to the extent that such changes were not caused by Seller. If the delivery schedule is delayed by Buyer's request or as a result of Buyer's acts or omissions, Buyer will be responsible for reasonable costs incurred by Seller in connection with such delay, including without limitation storage fees incurred in connection with the storage of the Equipment.

32. **Buyer Name/Logo:** Seller may not use Buyer's name and/or logo in any manner other than as may be identified in this Agreement without first obtaining written permission from Buyer.

33. **Data Privacy:** Seller warrants and undertakes that Seller's processes, services and treatment of all personal data that it may receive, access and/or process on behalf of Buyer (and/or Buyer's employees, customers or suppliers) comply with the applicable laws of all states and countries regarding personal data, including but not limited to the U.S. Department of Commerce Safe Harbor Guidelines ("Guidelines"), the Australian Privacy Principles as prescribed by the Privacy Act 1988 ("Principles") and/or the European Data Protection Directive (95/46/EC) ("Directive") (as amended and collectively, "Privacy Laws") and that Seller shall use best efforts to comply at all times with such Privacy Laws. If applicable, Seller agrees to execute a data processing agreement with Buyer to ensure ongoing privacy protection for individuals. If Seller fails to comply with any of the Privacy Laws, Buyer will have the option to terminate this Agreement immediately without further liability. Seller shall act solely on the instructions of Buyer regarding all personal data (unless prohibited by the Privacy Laws). Seller will notify Buyer immediately in writing of any:(i) actual or suspected breach of this Section; and (ii) of any complaint or request by any individual concerning personal data or relating to Buyer's obligations under any of the Privacy Laws. Seller will provide full cooperation and assistance to Buyer regarding any such complaint or request. Seller shall, upon Buyer's final acceptance of the Equipment, destroy or return all personal data to Buyer with all other media or document where any personal data is maintained. Seller warrants and undertakes that it will ensure that its employees, agents and subcontractors comply with all applicable Privacy Laws regarding the receipt and/or processing of personal data. If Seller violates any obligations in this Section, the applicable data processing agreement or the Privacy Laws in any manner, Seller shall take all necessary measures required by the local laws of each individual affected by the unauthorized disclosure. Seller will conduct audits to ensure compliance with its obligation under

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this Section will permit Buyer (or its designee), upon reasonable notice, access to Seller's facilities, procedures and other operational data and information for purposes of reviewing records and materials and auditing Seller's compliance with this Agreement. By submitting business contact and personal information about Seller and/or its employees to Buyer, Seller consents to the collection, processing, storage, use and transfer of that information to/by Buyer in the United States of America: facilitating Seller's business relationship with Buyer, enhancing Buyer's ability to contact Seller and its employees, and enabling Buyer to process and track Seller's transactions with Buyer through various internal systems and external third parties (the "Purpose"). Buyer shall use the information supplied solely for the Purpose and shall store the data for as long as is strictly necessary to be able to complete the Purpose.

34. **Subcontractors:** Unless otherwise specified, Seller must obtain Buyer's written permission before subcontracting any portion of this Agreement. Except for the insurance requirements in this Agreement, all subcontracts and orders thereunder will require that the subcontractor or materialman be bound by and subject to all of the terms and conditions of the Agreement. No subcontract or order will relieve Seller from its obligations to Buyer, including, but not limited to Seller's insurance and indemnification obligations. No subcontract or order will bind Buyer.

35. **Other Provisions:** This Agreement shall constitute the final, complete and exclusive statement of the agreement between Buyer and Seller and may not be modified or rescinded except by a written change order issued by Buyer. This Agreement is governed by the laws of the State of Delaware, excluding its laws related to choice or conflicts of law. The United Nations Convention on Agreements for the International Sale of Goods is expressly disclaimed and does not apply. Any dispute, controversy or claim arising out of or relating to this contract, including the formation, interpretation, breach or termination thereof, including whether the claims asserted are arbitrable, will be referred to and finally determined by arbitration in accordance with the JAMS International Arbitration Rules. The Tribunal will consist of three arbitrators. The place of arbitration will be Suffolk County, Massachusetts. The language to be used in the arbitral proceedings will be English. Judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Buyer's failure to assert any right is not a waiver of such right or any other right. Any remedies provided herein to Buyer are cumulative and in addition to any other remedies provided in law or equity or by statute. **EACH PARTY KNOWINGLY AND VOLUNTARILY WAIVES TRIAL BY JURY AND THE RIGHT THERETO IN ANY ACTION OR PROCEEDING OF ANY KIND, ARISING UNDER OR OUT OF, OR OTHERWISE RELATED TO OR OTHERWISE CONNECTED WITH THIS AGREEMENT AND ANY RELATED DOCUMENT.**

36. **Waiver of Default:** The forbearance or failure of either party to enforce any of these Terms and Conditions or any of the other terms of this Agreement or to exercise any right accruing from any default of the other party shall not affect or impair the non-defaulting party's rights upon continuance of such default, and no such forbearance or failure shall constitute a waiver of any future default.

37. **Severability:** Should any provision hereof be found to violate any statute or regulation or by the operation of law be deemed invalid, all other provisions contained herein shall be considered separable and shall remain in full force and effect, and the parties shall negotiate in good faith to replace the invalid clause or clauses with provisions having similar business purposes that are consistent with this Agreement.

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Ascend Elements
133 Flanders Rd
Westborough, MA 01581 US

Purchase Order

VENDOR
Chongqing Jiangbeimach Co., LTD
No.8 Kangming Rd.
Yuzui Town, Jiangbei District
Chongqing 401133 China

SHIP TO
Ascend Elements | Apex 1
6505 John Rivers Road
Hopkinsville, KY 42266
270-402-8943

P.O. NO. 2450
DATE 07/07/2023

ACTIVITY	QTY	RATE	AMOUNT
17040 Fixed Assets:Construction in Process Li2C03 contrifuge / Liz2C03 Tag No.: 1-PU-25004A/B, 1-PU-25005, 1-PU-25006 QTY: 4 sets ($162,240 each)			648,960.00
		TOTAL	USD 648,960.00

Please email invoice to APdept@ascendelements.com and reference this PO# on the invoice.

DocuSigned by:
Kevin Mulholland
A129F57C2AC0442...

Kevin Mulholland

Sr. Manager, Sourcing

Ascend Elements

7/7/2023

DocuSigned by:
Liam Lochhead
729D2A4A23A3434...

Liam Lochhead

Vice President of Contracts

Ascend Elements

7/12/2023

DocuSigned by:
Rodrigo Almeida
E5538FD5522644C...

Rodrigo Almeida

Supply Chain Director

Ascend Elements

7/9/2023

DocuSigned by:
Dan Russell
5B8407CE5C5B412...

Dan Russell

COO

Ascend Elements

7/12/2023

DocuSigned by:
Benoit Tranape
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Benoit Tranape

Director of Advanced Manufacturing Engineering

Ascend Elements

7/12/2023