

GENERAL TERMS AND CONDITIONS OF SALE

1. **ACCEPTANCE.** All orders for products or services of Dux Protective Coatings LLC (Dux) shall be subject to these terms and conditions of sale. Dux hereby object to any and all additional or different terms contained in Purchaser's order or other communication. Acceptance of Purchaser's order is conditional on Purchaser's assent to these terms and conditions of sale, including with limitations, any terms that are additional to or different from terms contained in Purchaser's order. Purchaser shall be deemed to assent to such additional or different terms if (1) Purchaser does not object to them in writing within ten (10) days from the date of the receipt of these terms and conditions of sale; (2) Purchaser accepts delivery or pays for the products or services in whole or in part; or (3) Purchaser gives other expression of acceptance of these terms and conditions. No order shall be binding on Dux unless it is accepted by Dux at its offices in Lodi, New Jersey. These terms and conditions of sale and all the written documents attached hereto constitute a complete and exclusive statement of the agreement between the parties and no modification shall be effective unless made in writing and signed by both parties. Any representations, promises, warranties, or statement by Dux or its agent that differ in any way from the terms and conditions of this written agreement shall be given no force or effect.
2. **TERMS OF PAYMENT.** The terms of payment for products and services are net within thirty (30) days from date of invoice unless otherwise designated on the face of this document. Invoices may be sent at any time on or after the date of shipment or performance of services, or, if shipment is delayed by the Purchaser, at the time Dux is prepared to make shipment. Products held for Purchaser after Dux is prepared to make shipment shall be held at Purchaser's risk and expense. A one and half percent (1.5%) per month time-price service charge may be charged on all overdue balances. The terms of payment set forth herein are subject to the approval of Dux's credit department and may be changed at any time at Dux's sole discretion.
3. **CHANGES IN SPECIFICATIONS.** Changes requested by Purchaser from the original specification on which an accepted order is based will be accepted or rejected at Dux's option. If such changes are accepted, Purchaser shall be responsible for any increase in the cost of manufacturing the affected product or performing affected services, including without limitation, costs of raw materials and expenses incurred in modifying a partially or completely manufactured product.
4. **DELIVERY.** Delivery of products shall be made F.O.B. Lodi, New Jersey. Delivery to a carrier at point of shipment shall constitute delivery to Purchaser, at which time risk of loss shall pass to Purchaser. Freight and other transportation charges are the responsibility of Purchaser. Dux is not responsible for damage or loss in transit, and all such claims must be made by Purchaser directly to the carrier.
5. **RETURNS.** No product shall be returned by Purchaser without first obtaining from Dux its approval, shipping instructions, and a return material identification tag.
6. **WARRANTY.**
 - A. Dux warrants that products supplied by Dux shall meet Dux's technical specifications.
 - B. This warranty does not apply to (1) defects resulting from misuse, negligence, accident or handling by anyone other than Dux-authorized person; (2) deterioration due to improper storage by Purchaser prior to installation; or (3) improper installation or any defects resulting therefrom.
 - C. EXCEPT AS SPECIFICALLY SET OUT IN THIS PARAGRAPH 8. Dux MAKES NO WARRANTY. EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCTS OR SERVICES SUPPLIED PURSUANT TO THESE TERMS AND CONDITIONS OF SALE. Dux MAKES NO WARRANTY OR MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, OR CONFORMANCE TO PURCHASER'S SPECIFICATIONS.
 - D. Purchaser's sole and exclusive remedy for any breach of this warranty by Dux, and the entire extent of Dux's liability for such breach, is the replacement or repair of any products that Dux determines to be defective or a refund of the purchase price whichever Dux chooses. Dux shall have no liability for any breach of this warranty unless Purchaser notifies Dux in writing immediately upon discovering such defect and such written notification is received by Dux within the warranty period. Dux shall have the right to designate the applicator for all replacement or repairs. Dux shall not be responsible for any labor, material, or other expenditures made by Purchaser in repair of replacing any product, including but not limited to, its removal and application, unless such work has been authorized by Dux.
 - E. Dux may provide technical or other advice to Buyer relating to the products. Such advice is furnished solely as an accommodation and does not increase the scope of this warranty or Dux responsibilities hereunder.
7. **LIMITATION OF LIABILITY.** Dux SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCES TO PURCHASER OR ANY OTHER PERSON FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING FROM, OR IN CONNECTION WITH, ANY SALE OF PRODUCTS OR SERVICES BY Dux. THE USE OF ANY PRODUCTS SUPPLIED BY Dux, OR ANY ACTS OR OMISSIONS OF Dux RELATED TO THE SALE OF PRODUCTS OR SERVICES IN NO EVENT SHALL Dux'S LIABILITY RELATED TO ANY PRODUCTS OR SERVICES EXCEED THE PURCHASE PRICE OF SUCH PRODUCTS OR SERVICES. Dux APPROVED APPLICATORS ARE NOT AGENT OF Dux, AND Dux SHALL NOT BE LIABLE FOR THE ACTS OR OMISSIONS OF ANY APPLICATOR.
8. **PENALTIES.** No penalty relating to any order will be effective against Dux unless called to Dux's attention and specifically approved in writing by an authorized officer of Dux.
9. **CAUSES BEYOND CONTROL.** Dux shall not be liable for any loss, damage, detention or delay resulting from causes beyond its reasonable control, including without limitation, fire, explosion, flood, embargo, strike or other differences with workmen, transportation or shipping failure or delays, inability to obtain or shortages of labor, material, component parts or manufacturing facilities, restrictions, regulators or controls by civil or military authority, riot, insurrection, accident or act of God. In the event of any such occurrence, Dux shall have the right to apportion its production among its customers as it may choose. If delivery is delayed by causes beyond Dux's reasonable control or an appointment of production resulting therefrom, the date of delivery herein shall be extended for a period equal to the time that was lost.
10. **JURISDICTION AND CHOICE OF LAW.** Any suit arising out of, or in connection with, any sale of products or services by Dux, may be brought in the state or federal courts located in the State of New Jersey, and in the event of such suit, the parties hereto consent to the jurisdiction of such courts and waive any defense based on improper venue. These terms and condition of sale shall be construed in accordance with the law of the State of New Jersey and any and all disputes between the parties that arise out of, or in connection with, orders for products or services from Dux shall be governed by the laws of the State of New Jersey.

DUXPaint

18 Mill Street
Lodi, NJ 07644
Office 973-473-2376

October 3, 2024

RE: Dux Protective Coatings, LLC – PAYMENT REMIT-TO INSTRUCTIONS

Dear Valued Customer,

As of October 3, 2024, our payment remit-to instructions have changed. For your reference, updated payment details are shown below, including bank, lockbox, and electronic funds transfer (EFT) instructions. Please update your records and relevant system(s), and immediately discontinue use of previous remit instructions.

Wire & ACH Transfer (in USD only):

Beneficiary Name: **Dux Protective Coatings LLC**

Beneficiary Bank: HSBC Bank USA N.A.

Beneficiary Bank Address: 66 Hudson Blvd, New York, New York 10001

ABA #: 022000020 (ACH), 021001088 (WIRE)

Acct Number: 981027695 **(IN USD ONLY)**

Swift Code: MRMDUS33

Lockbox Address (standard US mail delivery):

Dux Protective Coatings, LLC

P.O. Box: 18513

Palatine, IL 60055-8552

Lockbox Address (for payments via overnight courier):

Dux Protective Coatings LLC

Attention: 18513

5503 N. Cumberland Ave

Chicago, IL 60656

If you have any questions, please contact Brenda Rudolph @ brudolph@stanchem-inc.com

Sincerely,

Brenda Rudolph

Brenda Rudolph
Controller