

## INNOVATIVE COATING SOLUTIONS, INC.

### GENERAL TERMS AND CONDITIONS FOR PURCHASE

1. **DEFINITIONS.** The word “Buyer” wherever used herein, shall mean INNOVATIVE COATING SOLUTIONS, INC. The party with whom Buyer places the Purchase Order is referred to as “Seller.” The goods or services covered by the Purchase Order are referred to as the “Products.” The term “Purchase Order” refers to and includes the Buyer’s Purchase Order form which is incorporated herein by reference, these General Terms and Conditions, and any other document(s) specifically made a part of the Purchase Order by Buyer, also collectively referred to as the “Contract.” “Buyer’s Plant” means the plant or facility of Buyer specified in the Purchase Order. “End User” means the actual end user of the Products. “Release” shall mean Buyer’s request for shipment of a specific quantity of Products under a Purchase Order. “Requirements” shall mean any specific requirements set forth in Buyer’s Purchase Order or Release.
2. **NO MODIFICATIONS.** These terms and conditions supersede any conflicting terms or conditions received from Seller, which are rejected. Any Seller generated document which contains terms additional to or inconsistent with the terms of the Purchase Order, or a rejection of any term of the Purchase Order, shall be deemed to be a counteroffer to Buyer and shall not be binding upon Buyer unless specifically accepted in writing by an authorized representative of Buyer, notwithstanding any course of performance or contrary provision of the Uniform Commercial Code. Acceptance of the Purchase Order is expressly limited to its terms and this clause shall constitute a specific objection to any term not specifically accepted by Buyer. Seller’s commencement of performance of its obligation under the Purchase Order shall constitute an acceptance of these terms, notwithstanding any contrary language in its order acknowledgment or sales confirmation, and whether or not this document is acknowledged by Seller.
3. **MODE.** Mode of Shipment will be as designated by Buyer on the Buyer’s Purchase Order. Unless otherwise specified, if an Incoterm is used in Buyer’s Purchase Order, Incoterms 2020 shall apply.
4. **PRICING.** Pricing is based on the original quotation by Seller to Buyer. Pricing includes all government tariffs, duties, assessments, surcharges and other levies now existing and applicable, and any increase that may hereafter be imposed on the Products. Transferable credits or benefits associated with Parts purchased, 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 Parts necessary for Buyer to: (1) receive these benefits, credits, and rights; (2) fulfill any customs obligations, origin marking or labeling requirements, and certification or local content reporting requirements; (3) claim preferential duty treatment under applicable trade preference regimes, and (4) participate in any duty deferral or free trade zone programs of the country of import. Seller will obtain all export licenses and authorizations and pay all export taxes, duties, and fees unless otherwise stated in the Contract, in which case Seller will provide all information and records necessary to enable Buyer to obtain those export licenses or authorizations.
5. **PACKAGING/DELIVERY.** Seller will: (a) properly pack, mark, label, and ship Products in strict conformity with the Requirements, any applicable carrier’s requirements, and legal requirements; (b) route deliveries of Products in strict conformity with the routing requirements of Buyer; (c) deliver Products in quantities and at the time and the place specified in delivery schedules provided by Buyer; (d) not charge Buyer for handling, packaging, storage, or transportation of Products unless otherwise stated in the applicable Purchase Order or Release; and (e) provide with each shipment of Products such packing slips, bills of lading, or other shipping receipts or identifying documentation that, taken together, allow the applicable Buyer to identify the Products shipped and determine that such Products have been delivered in strict conformity with the Requirements. Seller will not initiate any change in Product packaging specifications without Buyer’s consent. For international shipments, Seller will use Standard Export Packaging unless otherwise specified in a writing executed by Buyer. Seaworthy packing is required for Products undergoing maritime shipping. All packaging, crating and/or other shipping materials, including dunnage, blocking and bracing, and/or shipping pallets shall comply with ISPM 15 Solid Wood Packaging Requirements and any region-specific requirements at the point of delivery, for all modes of transport. Buyer’s Purchase Order number must appear on the packaging and packing slip. All Hazardous Materials shall be transported in accordance with applicable laws and regulations including, but not limited to: 1) regulations promulgated by the Pipeline and Hazardous Materials Safety Administration; 2) the International Maritime Dangerous Goods Code; and regulations of the International Air Transport Association.
6. **INSPECTION.** Subject to the Requirements and the applicable Purchase Order, Seller is responsible for the quality control of the Products, including adequate inspection of Products prior to delivery to the Buyer. All Products are received subject to the applicable Buyer’s (or its designee’s) acceptance or rejection. Neither: (a) payment by a Buyer for Products under these Terms; nor (b) operation or use of the Product by Buyer, whether for business, testing, profit, revenue, or for any other purpose, in each case, prior to or after the end of the inspection period, constitutes acceptance of a Product by the Buyer, nor does such payment or operation diminish Seller’s responsibility for any nonconforming Products. Neither inspection, nor failure to inspect, by Buyer relieves Seller of any obligations, representations, or Seller’s Warranties. Final inspection may be performed by the End User of the Products. Buyer may present all claims against the Products on behalf of the End User to the Seller.
7. **DELAYS.** Delivery dates indicated on Purchase Orders and Releases are firm and must be honored. Time is of the essence of the Contract. If any delays occur, expected or not, Seller must inform Buyer of the situation and give a revised delivery date and reason for delay. In the event delivery is delayed more than thirty (30) days from the date specified on the face hereof, Buyer may: 1) cancel the Purchase Order or Release without further liability; 2) purchase replacement Products from a Third Party; and/or 3) charge all costs and expenses resulting from the delay and such cancellation to Seller.
8. **FORCE MAJEURE.** Neither party shall be responsible for failure or delay due to causes beyond its control affecting the delivery of the Products. These causes shall include, but not be restricted to, fire, storm, flood, earthquake, explosion, accident, acts of any public enemy, war, rebellion, insurrection, sabotage, terrorism, epidemic, pandemic, lockdowns or other quarantine restrictions, transportation embargoes, failures or delay in transportation, fuel or energy shortages, power interruptions or failures, acts of God, acts, rules, regulations, orders or directives of any government or political subdivision, agency or instrumentality thereof, or the

# INNOVATIVE COATING SOLUTIONS, INC.

## GENERAL TERMS AND CONDITIONS FOR PURCHASE

order of any court, regulatory, or arbitral body of competent jurisdiction (collectively, "Force Majeure Events"). Labor disruptions affecting Seller's work force, or those of its sub-suppliers, shall not be events of Force Majeure. In the event that a Force Majeure Event lasts for more than thirty (30) days, the party whose performance is not affected by the Force Majeure Event may cancel the Contract without penalty and seek an alternative source or customer for the Products as the case may be, upon ten (10) business days' notice. The imposition (or announcement of a potential future imposition) of a quota, new or higher import tax, tariff, tariff-rate quota, or other surcharge applicable to the Products (a "Charge") or any temporary or permanent measure by the federal or any state government of the United States (or if the United States is not the place of destination, then the government of the place of destination), whether promulgated by legislation, policy or other means, which results in: (a) an increase to Buyer in the cost of purchase; (b) Buyer's inability to claim, as a business expense deduction, its cost of imported Products; or (c) any limitation or restriction on the ability of Buyer to purchase Products, after the acceptance of the Order shall, at Buyer's option, be deemed a Force Majeure Event. Buyer shall notify Seller of its intention to exercise the option and cancel the Contract without penalty within ten (10) business days of the imposition of the Charge or measure. All such notices shall be given by electronic mail, with a confirmation copy by regular mail.

9. CANCELLATION/CHANGE/TERMINATION FOR CONVENIENCE. Buyer reserves the right, for any reason, at any time, to cancel any portion of the Purchase Order which has not been shipped or to make changes in the specifications, amount, type, etc., of the Products. Upon such cancellation or change, and subject to the other provisions hereof, Buyer shall pay Seller only the following amounts, without duplication, in final satisfaction of all obligations relating to the Purchase Order: (a) any amounts owing for conforming Products received by Buyer prior to cancellation or change and accepted in accordance with the Purchase Order; (b) the reasonable direct out-of-pocket costs incurred by Seller in connection with Products covered by the Purchase Order and not shipped prior to cancellation or change; provided that the Seller shall use its best efforts to resell or re-use Products or components not shipped; and/or (c) an equitable price adjustment for any changes.
10. ERRORS. Stenographic and clerical errors are subject to correction and Buyer shall not be bound by inadvertent mistakes.
11. PAYMENT TERMS. Net 30 unless otherwise specified in the Purchase Order. All invoices from Seller shall include Buyer's Purchase Order number on them.
12. URGENT DELIVERY. If urgent delivery is needed due to delays, other than delays occasioned by the conduct of Buyer, Seller will be responsible for additional charges associated with expedited shipment of the Products being delayed.
13. WARRANTY. In addition to any other warranties provided by law or otherwise, Seller warrants that each Product shall: (i) be first quality, new production and conform to the Purchase Order in all respects; (ii) conform to all specifications, drawings, samples; descriptions furnished and/or specified by Buyer; (iii) be merchantable and fit for the purpose for which it is intended; and (iv) be free from all defects in design and workmanship (collectively "Seller's Warranties").
  - a. Seller represents and warrants that good title to all of the Products shall be vested in Buyer, free and clear of any and all liens, encumbrances and future obligations or restrictions of any kind.
  - b. In the event of a breach of warranty, in addition to all other remedies hereunder or under applicable law or in equity, Buyer may: (i) cancel all or any portion of the Purchase Order; (ii) require the Seller to repair or replace any or all Products, at Buyer's option and at Seller's sole expense; (iii) return nonconforming Products to Seller and request that Seller investigate the nonconformity and submit an action plan to Buyer to correct the nonconformity in a timely manner, at Seller's sole cost and expense; (iv) require the Seller to pay all transportation and other charges arising from delivery, storage or return of Products; and/or (v) purchase replacement Products from a third party and charge the same to Seller.
  - c. Buyer may act as a trading company. If Buyer has made Seller aware that Buyer is not the End User of the Products and has provided Seller with a copy of the terms and conditions of Buyer's customer and/or its customers, including the End User (collectively, the "Customer"), Seller warrants that it is familiar with the terms and conditions of purchase of the Customer with regard to the Products, including, but not limited to the Customer's warranty and delivery requirements for the Products, and Seller shall comply with all warranty requirements imposed upon Buyer by the Customer. Whether or not such information is provided, Seller shall be liable for all charges imposed on the Buyer by the Customer on account of Seller's non-performance of its obligations to Buyer.
  - d. All warranties of Seller, express and implied, and remedies of Buyer, in this Section or elsewhere, shall survive the delivery, inspection, testing, acceptance and payment for the Products.
14. INTELLECTUAL PROPERTY. Seller warrants that the Products, including all work, materials, products, services, equipment, parts, incorporated production processes and other items provided by Seller pursuant to the Purchase Order, which are not of Buyer's design, shall be free from claims of infringement (including misappropriation) of third-party intellectual property rights and that any use or sale of such items by Buyer or any of Buyer's customers shall be free from any such claims of infringement. Seller shall indemnify and save Buyer, and its customers harmless from any and all expenses, liability, and loss of any kind (including all costs and expenses including attorneys' fees) arising out of claims, suits, or actions alleging such infringement, which claims, suits, or actions Seller hereby, agrees to defend, at Seller's expense, if requested to do so by Buyer. Seller grants Buyer a royalty-free, non-exclusive, worldwide perpetual license to use any Intellectual Property Rights embodied in the Products. "Intellectual Property Rights" means any patent, patented articles, patent applications, designs, industrial designs, copyrights, software, source code, database rights, moral rights, inventions whether or not capable of protection by patent or registration, techniques, technical data, trade secrets, know-how, and any other proprietary right, whether registered or unregistered, including applications and registrations thereof, all related and continuing rights, and all similar or equivalent forms of protection anywhere in the world. Intellectual Property Rights excludes all brands, trademarks, trade names, slogans and logos of Seller and Buyer

# INNOVATIVE COATING SOLUTIONS, INC.

## GENERAL TERMS AND CONDITIONS FOR PURCHASE

unless specifically identified as a deliverable or work product of Seller pursuant to this Contract. To the extent that this Contract is issued for the creation of copyrightable works, the works will be considered "works made for hire" for Buyer. To the extent that works created for Buyer do not qualify as "works made for hire" for Buyer, Seller hereby assigns to Buyer all right, title and interest in all such copyrights. Seller grants Buyer and its Customers a royalty-free, non-exclusive, perpetual license to repair, reconstruct, remanufacture, re-flash or re-build the Products.

15. **REPLACEMENT AND SERVICE PRODUCTS.** If Buyer has advised Seller that the Products are used by Buyer for an application in the automotive industry, Seller will make Products available to Buyer for fifteen (15) years for Buyer's current and/or past model service requirements (or those of its Customers) at the last Contract price with adjustments based on quantity of production, changes in the cost of labor and materials, additional costs for special packaging, shipping, and handling, and/or other related services.
16. **DEFAULT.** Seller shall be in default hereunder if: (a) Seller does not comply with the Purchase Order in all material respects; (b) Seller makes an assignment for the benefit of creditors, or proceedings in bankruptcy or insolvency are instituted by or against Seller, and the same are not discharged within thirty (30) days of the date of filing; (c) Seller fails to provide Buyer with adequate assurance of Seller's ability to perform its obligations under the Purchase Order within ten (10) days of written notice by Buyer of Buyer's concern that Seller's financial or other condition or progress on the Purchase Order endangers timely performance. Upon any default hereunder, in addition to all other remedies hereunder or under applicable law or in equity, Buyer may cancel all or any part of the Purchase Order without liability except to pay the contract price for Products delivered prior to notice of cancellation, purchase replacement Products from a third party, and recover from Seller on demand any and all increased costs and/or other damages relating to said default.
17. **RETURN PRODUCT POLICY.** Seller is responsible for replacing any defective or non-conforming Products. If a Product constitutes an assembly of parts and a need for a replacement of a defective or non-conforming part arises, Seller is responsible for any additional expenses related to such a return.
18. **COMPLIANCE WITH LAWS.** Seller agrees to comply with all applicable foreign, federal, state, provincial and local laws, rules, regulations and ordinances in connection with the design, purchase, manufacture, sale, delivery and use of the Products, including, without limitation, the Foreign Corrupt Practices Act, the Patriot Act, the Money Laundering Control Act, and the United Kingdom Bribery Act of 2010. Seller shall obtain or make all approvals and filings, and, upon request, Seller will submit to Buyer evidence of such compliance. All invoices must carry the following certificate, and Seller agrees to comply with the referenced statute as to all Products: "We hereby certify that these Products were produced in compliance with all applicable requirements of Sections 6, 7 and 12 of the Fair Labor Standards Act, as amended, and the regulations and orders of the United States Department of Labor issued under Section 14 thereof."
19. **PRODUCT AND CHEMICAL DISCLOSURE.** Buyer reserves the right to request 100% disclosure of material and chemical composition as necessary to meet regulatory reporting requirements. Seller shall provide product material content reports through the Safety Data Sheets (SDS) or other means identified by Buyer, for all Products, components and raw materials sold to Buyer, to the extent required by law. Seller shall: 1) comply with the UN Globally Harmonized System of Classification and Labeling of Chemicals ("GHS"), 29 CFR 1910.1200 and other applicable regulations; 2) package all Products containing hazardous substances with labeling, hazard statements and precautionary statements as required by GHS; 3) provide Buyer with compliant SDS under 29 C.F.R. 1910.1200 (g) for all Products containing hazardous substances; and 4) comply with all applicable regulations promulgated by the U.S. Department of Transportation, Pipeline and Hazardous Materials Safety Administration, including regulations under 49 C.F.R. 100-185. If the Goods are destined to be used in the automotive industry, Seller shall also comply with the International Material Data System.
20. **TITLE TRANSFER.** Unless otherwise expressly agreed in writing by Seller and Buyer, title to the Products shall be conveyed by Seller to Buyer at the point that the risk of loss of the Products passes from Seller to Buyer under the applicable provision of Incoterms 2020, or, in its absence, other provisions of the Contract.
21. **CUSTOMS TRADE PARTNERSHIP AGAINST TERRORISM (C-TPAT) PROGRAM.** U.S. Customs and Border Protection ("CBP") has created the Customs Trade Partnership Against Terrorism ("C-TPAT") program in which the U.S. Government and business will work to protect the supply chain from the introduction of terrorist contraband (weapons, explosives, biological, nuclear or chemical agents, etc.) in shipments originating from off-shore of the United States to Buyer, drop shipments to its sub-tier suppliers, or drop shipments to its customers originating from off-shore of the United States. Seller will comply with applicable Minimum Security Criteria established by CBP. Seller will inform Buyer if Seller is accredited under supply chain security programs such as C-TPAT, AEO (Authorized Economic Operator) or PIP (Partners in Protection) and obtain any necessary authorization to carry out its obligations hereunder. Seller agrees to ensure the physical integrity and security of all shipments under the Purchase Order against the unauthorized introduction of harmful or dangerous materials, drugs, contraband, or weapons (including weapons of mass destruction), or introduction of unauthorized personnel in transportation conveyances or containers. Seller's security measures shall include, but are not limited to, physical security of manufacturing, packing and shipping areas, restrictions on access of unauthorized personnel to such areas; personnel screening to the maximum limits of law or regulations in Seller's or manufacturer's country; and development, implementation and maintenance of procedures to protect the security and integrity of all shipments.
22. **OFAC. Restricted Persons.** Seller is and will remain in compliance with the requirements of Executive Order No. 13224, 66 Fed Reg. 49079 (September 25, 2001) (the "Order") and other similar requirements contained in the rules and regulations of the Office of Foreign Asset Control, Department of the Treasury ("OFAC") and in any enabling legislation or other Executive Orders in respect thereof (the Order and such other rules, regulations, legislation, or orders are collectively called the "Orders"). Seller: (a)

**INNOVATIVE COATING SOLUTIONS, INC.**  
**GENERAL TERMS AND CONDITIONS FOR PURCHASE**

is not listed on the Specially Designated Nationals and Blocked Persons List maintained by OFAC pursuant to the Order or on any other list of terrorists or terrorist organizations maintained pursuant to any of the rules and regulations of OFAC or pursuant to any other applicable Orders (such lists are collectively referred to as the "Lists"); (b) has not been determined by competent authority to be subject to the prohibitions contained in the Orders; (c) is not and will not become owned or controlled by, nor act for or on behalf of, any person or entity on the Lists or any other person or entity that has been determined by competent authority to be subject to the prohibitions contained in the Orders; (d) is not knowingly engaged in, and will not knowingly engage in, any dealings or transactions or be otherwise associated with such persons or entities on the Lists or that has been determined by competent authority to be subject to the prohibitions contained in the Orders; and (e) agrees to cooperate with Buyer in providing such additional information and documentation on Seller's legal or beneficial ownership, policies, procedures and sources of funds as Buyer reasonably deems necessary or prudent solely to enable it to comply with Orders or anti-money laundering laws as now in existence or hereafter amended.

23. EXPORT CONTROLS. Seller hereby certifies that it understands its obligations to comply with International Traffic in Arms Regulations ("ITAR") and the Export Administration Regulations ("EAR") and the terms of any U.S. Department of State or U.S. Department of Commerce export license or export or temporary import exemption/exception applicable to the Purchase Order. Seller shall exercise strict control covering the disclosure of and access to technical data, information and other items received under the Purchase Order in accordance with U.S. export control laws and regulations, including but not limited to the ITAR. Seller agrees that no technical data, information or other items provided by Buyer in connection with the Purchase Order shall be provided to any Non-U.S. Persons or to a foreign entity, including without limitation, a foreign employee or subsidiary of Seller (including those located in the U.S.), without the express written authorization of Buyer and Seller's obtaining of the appropriate export license, technical assistance agreement or other requisite authorization for ITAR-controlled technical data or items.
24. CONFLICT-FREE MINERALS. Seller warrants that Products sold to Buyer do not contain conflict minerals as defined by the Wall Street Reform and Consumer Protection Act and implementing regulations. Seller will supply documentation demonstrating that purchased Products are conflict-free within fourteen (14) days of such a request by Buyer. Seller will include contractual language in agreements with suppliers used to source finished goods or inputs used to manufacture goods for Buyer prohibiting the use of conflict minerals and requiring suppliers to supply documentation demonstrating that purchased goods are conflict-free within fourteen (14) days of such a request by Buyer.
25. FORCED LABOR. Seller warrants that neither Seller nor any of its subcontractors will use any illegal or involuntary labor of any type in manufacturing Products for sale to Buyer, including, but not limited to, child, slave or prisoner labor.
26. CYBERSECURITY Seller shall: 1) keep and maintain the Buyer's information in such a manner and using such a degree of care as is appropriate to avoid unauthorized access, use or disclosure; 2) implement administrative, physical and technical safeguards to protect its electronic information technology systems ("IT Systems") that are no less rigorous than accepted industry practices and shall ensure that all such safeguards, including the manner in which information is collected, accessed, used, stored, processed, disposed of and disclosed, comply with applicable data protection and privacy laws; and 3) limit access to Buyer's identifiers, such as its employer identification number, banking information and account numbers to personnel with a need to know such information. Seller shall timely notify Buyer in event of a security breach, which for purposes of this Agreement shall mean any act or omission that: 1) compromises either the security, confidentiality, or integrity of its IT Systems and/or the physical, technical, or administrative or organizational safeguards put in place by Seller that maintain the security, confidentiality, or integrity of its IT Systems; and/or 2) triggers, under applicable data protection and privacy laws, a duty to notify a federal, state and/or local government authority or regulatory body of such act or omission.
27. ENTIRE AGREEMENT. The Contract constitutes the entire agreement between the parties with respect to its subject matter, and supersedes all prior oral or written representations or agreements by the parties with respect to the subject matter of the Contract, including Buyer's request for quotation and Seller's quotation unless specifically incorporated in the Contract. No subsequent terms, conditions, understandings, or agreements purporting to modify the terms of the Contract will be binding unless in writing and signed by both parties.
28. APPLICABLE LAW AND ARBITRATION. The Purchase Order, the Contract and any contracts relating hereto or formed hereunder, unless otherwise stipulated or agreed to in writing, shall be construed according to and governed by the internal laws of the State of New York and without the application of any presumption against a party as draftsman. Any controversy or claim arising out of or relating to this Contract, or the breach thereof, shall be settled by arbitration in the City of New York, New York, in accordance with the Commercial Rules of the American Arbitration Association and judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof. Either party may commence arbitration by forwarding a Demand for Arbitration to the other party's address set forth in Buyer's Purchase Order using a recognized international courier service (e.g., Federal Express, UPS or DHL) Seller shall also serve a copy of its Demand for Arbitration on Buyer's headquarters addressed as follows: INNOVATIVE COATING SOLUTIONS, INC. C/O Toyota Tsusho America, Inc., 805 Third Avenue 16<sup>th</sup> Floor New York, New York 10022 Att'n: Legal Department. The award of the Arbitrator(s) shall be made in writing and shall contain the reasons or grounds, therefore. The Arbitrator shall not have the power to award exemplary, punitive, consequential, or incidental damages as against Buyer.
29. INSURANCE. Seller further agrees to obtain, at its own cost and expense, insurance against all liability arising from any of its acts or omissions under the Contract, including general liability, products liability, completed operations liability and contractual indemnity liability, naming itself and the Buyer as insured as their interests may appear in the amount of at least five million dollars (\$5,000,000) per occurrence and ten million dollars (\$10,000,000) aggregate annual limit.