

TERMS AND CONDITIONS OF SALE

Sale of Chemicals, Equipment Sales & ReNew™ Rental Systems

Introduction

These Terms & Conditions govern all sales of chemical products, pretreatment chemistries, metalworking fluids, wastewater treatment chemistries, specialty additives, process technologies, equipment, rentals, technical services, and related transactions between Alliant Chemical, LLC (“Seller”) and the purchaser, customer, lessee, or end user (“Buyer”).

These terms also apply to all chemical products, ReNew™ ProStrip Paint Removal Systems, filtration systems, automation and IoT dashboard systems, rental equipment, financed equipment, technical services, startup support, and custom process technologies supplied by Seller.

Acceptance of any quotation, proposal, invoice, shipment, equipment delivery, rental equipment, or services constitutes acceptance of these Terms & Conditions.

1. Quotations, Pricing & Acceptance

All quotations issued by Alliant Chemical are valid for thirty (30) days unless otherwise stated in writing. Seller reserves the right to adjust pricing prior to shipment due to increases in raw material costs, freight expenses, tariffs, energy costs, labor costs, regulatory changes, or modifications to specifications and order quantities.

All prices are exclusive of taxes, freight, installation, rigging, insurance, permits, and startup services unless specifically stated otherwise in writing. Any conflicting or additional terms proposed by Buyer are expressly rejected unless accepted in writing by Seller.

2. Payment Terms and Taxes

Unless otherwise agreed in writing, chemical invoices are due Net 30 days and rental invoices are due monthly in advance. Seller reserves the right to require deposits, progress payments, prepayment, or COD terms based upon Buyer’s creditworthiness or payment history.

Past due balances may accrue interest at the lesser of 1.5% per month or the maximum rate permitted by law. Buyer agrees to reimburse Seller for all reasonable collection costs, including attorney fees and related expenses.

Buyer is responsible for all applicable sales taxes, use taxes, excise taxes, duties, tariffs, and regulatory fees unless Seller receives a valid exemption certificate prior to shipment.

3. Delivery, Freight & Risk of Loss

Unless otherwise agreed in writing, all shipments are FOB Seller's facility or supplier location. Title and risk of loss transfer to Buyer upon delivery to the carrier.

Delivery dates are estimates only and are not guaranteed. Seller shall not be liable for delays caused by supply chain disruptions, transportation delays, labor shortages, government actions, natural disasters, or other force majeure events.

Buyer is responsible for freight charges, unloading, rigging, utility connections, storage, and site access requirements. Partial shipments may be invoiced separately.

4. Chemical Product Handling, Storage & Shelf Life

Buyer is solely responsible for proper storage, handling, rotation, dilution, mixing, and application of chemical products supplied by Seller.

Buyer shall comply with all applicable SDS instructions, OSHA requirements, EPA regulations, and local regulations regarding chemical handling and storage.

Seller shall not be responsible for damage resulting from improper storage temperatures, freezing, overheating, contamination, improper dilution, mixing with incompatible materials, use beyond recommended shelf life, improper rinsing, or poor process control.

Shelf life recommendations are estimates only and may vary depending upon storage conditions and application methods.

5. Installation, Startup & Technical Services

Unless specifically included in Seller's quotation, Buyer is responsible for electrical connections, plumbing, ventilation, site preparation, foundations, utility services, rigging, and installation.

Alliant Chemical may provide startup assistance, technical training, process recommendations, Walchem controller programming, dashboard setup, and ongoing technical support. Any recommendations are provided in good faith based upon available information; however, final responsibility for safe and proper operation remains solely with Buyer.

6. Process Control & Chemical Program Requirements

Buyer acknowledges that chemical and process performance depends upon numerous variables including water quality, bath contamination, drag-out, substrate variability, surface preparation, operator practices, temperature control, process staging, coating systems, loading density, and maintenance procedures.

For integrated systems, including ReNew™ ProStrip Paint Removal Systems, Buyer agrees to operate equipment and chemical processes in accordance with Seller's recommendations regarding chemical concentrations, temperature ranges, filtration requirements, sludge removal procedures, monitoring practices, titration procedures, and maintenance schedules.

Seller may provide process control systems, cloud dashboards, monitoring tools, automation technologies, technical guidance, and operational recommendations to assist process optimization and system performance. All recommendations are provided in good faith based upon information available to Seller; however, Buyer remains solely responsible for process validation, production testing, regulatory compliance, and final product suitability.

Failure to follow Seller's recommendations may reduce system performance, increase chemical consumption, damage equipment, void warranties, and eliminate performance expectations.

7. Chemical Compatibility & Process Suitability

Buyer is solely responsible for determining compatibility of Seller's products with existing chemistries, equipment materials, pumps and seals, wastewater treatment systems, customer substrates, paint systems, and production processes.

Seller shall not be liable for corrosion, coating failures, flash rust, staining, foaming, biological growth, wastewater upsets, process instability, or other performance issues resulting from conditions outside Seller's control

8. Mandatory Chemical Requirement

All warranties, technical support obligations, and performance expectations for ReNew™ ProStrip Systems are expressly conditioned upon Buyer's exclusive use of Alliant Chemical branded products or chemical products expressly approved in writing by Seller.

The use of unauthorized chemistry, additives, contaminants, or process modifications without written approval from Seller shall immediately void all warranties and related obligations. Seller reserves the right to inspect operating conditions, chemical usage, maintenance records, and process controls to

verify compliance.

9. Chemical Product Warranty

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Seller warrants only that chemical products supplied by Seller conform to Seller specifications at the time of shipment.

Because conditions of storage, handling, dilution, and use are beyond Seller's control, Seller makes no warranty regarding fitness for a particular purpose, production suitability, corrosion performance, paint adhesion, process compatibility, regulatory approval, wastewater treatment performance, or production results.

Buyer assumes all risks associated with product use and process integration.

10. 24-Month Limited Equipment Warranty

Alliant Chemical warrants that ReNew[™] ProStrip Paint Removal Systems and associated equipment manufactured or supplied by Seller will be free from defects in materials and workmanship for a period of twenty-four (24) months from the original shipment date.

Warranty coverage is expressly conditioned upon proper installation, operation, maintenance, and use of approved chemistry in accordance with Seller's recommendations. Buyer agrees to operate equipment within recommended process parameters and to follow maintenance and sludge removal procedures established by Seller.

This warranty does not apply to normal wear and tear, consumable items, heater elements, filter media, pump diaphragms, seals, gaskets, hoses, corrosion caused by unauthorized chemistry, improper installation, improper maintenance, overheating, freezing, abuse, misuse, unauthorized modifications, or operation outside recommended conditions.

Third-party components are covered solely by the original manufacturer warranty, if applicable. Seller's sole obligation shall be limited, at Seller's discretion, to repair, replacement, or refund of the original purchase price.

11. Rental Equipment Terms

For rental or financed equipment, ownership remains with Seller or the financing partner until paid in full. Buyer shall maintain equipment in good operating condition and shall not relocate equipment without written approval.

Buyer assumes all risk of loss or damage during the rental term and agrees to maintain adequate insurance coverage for casualty loss, theft, fire, property damage, and liability claims.

Failure to make timely rental payments may result in immediate termination, repossession, suspension of chemical supply, and additional collection actions. Buyer is responsible for cleaning, decontamination, freight, return transportation, and damage beyond normal wear.

Unless otherwise stated in writing, Seller may, at its sole discretion, apply up to ten percent (10%) of rental payments toward the future purchase price of equipment, excluding freight, installation, startup services, chemicals, taxes, interest, consumables, and service labor.

12. Returns, Claims & Inspection

Buyer shall inspect all products and equipment immediately upon receipt. Claims for damage, shortage, defect, or nonconformance must be submitted in writing within ten (10) days for equipment and thirty (30) days for chemical products.

Returns require prior written authorization from Seller. Custom products and made-to-order equipment are non-returnable unless defective. Approved returns may be subject to inspection, restocking charges, repackaging fees, and freight charges.

13. Confidentiality & Intellectual Property

All drawings, specifications, formulas, software, dashboards, process parameters, operating procedures, and technical data remain the exclusive property of Alliant Chemical.

Buyer shall not reverse engineer, replicate, rebrand, disclose, distribute, copy, or analyze any proprietary products or information without Seller's prior written consent.

Alliant Chemical retains all rights to the ReNew™ ProStrip name, system designs, process technologies, dashboard software, proprietary chemistry, branding, and related intellectual property.

14. Environmental & Wastewater Compliance

Buyer is solely responsible for waste characterization, wastewater treatment, discharge compliance, hazardous waste determinations, permit compliance, and disposal practices.

Seller recommendations regarding wastewater treatment or environmental practices are advisory only and do not constitute regulatory guarantees or permit compliance certifications.

15. Technical Recommendations Disclaimer

Technical recommendations, process adjustments, titration procedures, testing methods, startup assistance, laboratory observations, and field support are provided as technical guidance only.

Buyer remains solely responsible for validating all process conditions and production suitability prior to commercial implementation.

16. Buyer Responsibilities & Regulatory Compliance

Buyer is solely responsible for determining product suitability, safe handling and storage, employee training, waste treatment and disposal, regulatory compliance, OSHA compliance, EPA compliance, and local permitting requirements.

Seller shall not be responsible for Buyer's regulatory obligations or waste disposal practices. Buyer agree to indemnify and hold Seller harmless from claims arising from Buyer's handling, storage, operation, resale, or use of products or equipment.

17. Performance Disclaimer

Actual performance of chemical products and ReNew[™] systems depends upon numerous variables including coating type, cure schedule, substrate composition, part geometry, contamination, operating conditions, loading density, and maintenance practices.

Seller does not guarantee corrosion resistance, salt spray performance, coating adhesion, productivity improvements, chemical consumption, wastewater performance, rust prevention duration, foam control, biological control, or compatibility with third-party chemistry unless specifically stated in writing.

Laboratory observations, field trials, sample testing, salt spray testing, corrosion testing, or pilot evaluations do not constitute guarantees of full-scale production performance unless expressly stated in writing by Seller.

18. Third-Party Products

For products manufactured by third parties, Seller passes through only such warranties as are provided by the original manufacturer, if any.

Seller shall not be responsible for formulation changes, raw material changes, shortages, discontinuations, or regulatory actions affecting third-party products.

19. IoT, Software & Dashboard Systems

Seller may provide cloud-based dashboards, process monitoring systems, and automation tools to assist operation and process visibility.

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Buyer acknowledges that internet-based systems may experience interruptions or delayed data transmission and may depend upon third-party infrastructure. Seller does not guarantee uninterrupted operation of cloud-based systems, and Buyer remains solely responsible for process oversight regardless of dashboard availability.

20. Limitation of Liability

Alliant Chemical shall not be liable for lost profits, lost production, downtime, labor costs, environmental claims, business interruption, property damage, incidental damages, or consequential damages.

Seller's total liability shall not exceed the purchase price of the products or equipment, giving rise to the claim.

In no event shall Seller's liability exceed the amount paid by Buyer for the specific product, equipment, or service giving rise to the claim.

21. Force Majeure

Seller shall not be liable for delay or failure in performance resulting from events beyond reasonable control, including natural disasters, war, terrorism, labor disputes, utility interruptions, transportation delays, supply shortages, epidemics, pandemics, or government action.

22. Default & Termination

Seller may suspend shipments, services, rentals, or technical support immediately upon nonpayment, insolvency, bankruptcy, material breach, failure to maintain insurance, or unauthorized use of equipment or chemistry.

Either party may terminate for material breach not cured within thirty (30) days following written notice

23. Governing Law & Venue

These Terms & Conditions shall be governed by the laws of the State of Florida. Any dispute arising from these Terms shall be resolved exclusively in the courts located in Lee County, Florida.

Any legal action must be initiated within one (1) year of the event giving rise to the claim.

24. Entire Agreement

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These Terms & Conditions, together with Seller's quotation, proposal, invoice, and any written amendments signed by Seller, constitute the complete agreement between the parties and supersede all prior discussions or communications.

No waiver or modification shall be binding unless in writing signed by Seller.

Contact Us

For questions regarding these Terms & Conditions, equipment warranties, approved chemistry programs, rentals, or technical support, contact:

Alliant Chemical

15050 Elderberry Lane, Suite 6V-47
Fort Myers, FL 33907
Phone: 866-948-0554

By signing below, **Buyer acknowledges and agrees** to these **Terms & Conditions**.

Buyer Company: _____

PO/Proposal No.: _____

Representative: _____

Title: _____

Signature: _____

Date: _____