

## PURCHASE ORDER TERMS AND CONDITIONS

### 1. Applicability

- (a) These terms and conditions shall apply to the purchase of the goods specified on the face of the purchase order (the “**Goods**”) which they accompany, and are an integral part of the offer by the party referenced as the purchasing party in such purchase order (herein referenced as “**FC Tech,**” its d/b/a “**HF Alkylation Equipment**” or “**Buyer**”) from the party to whom the purchase order is addressed (herein referenced as the “**Supplier**”) in accordance with and subject to such purchase order and these terms and conditions (the “**Terms**”); together with the terms and conditions on the face of the purchase order, the “**Order**”). This Order, together with any documents incorporated herein by reference, constitutes the sole and entire agreement of the parties with respect to the Order, and supersedes all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral, with respect to the subject matter of the Order. This Offer expressly limits acceptance to the terms of this offer. Notification of objection is hereby given to any term in any response to this offer that does not exactly match the terms of this offer, unless otherwise consented to by Buyer expressly and in writing.
- (b) These Terms shall apply to any repaired or replaced Goods that may be provided by Supplier hereunder.
- (c) Buyer is not obligated to any minimum purchase or future purchase obligation under this Order.

- 2. **DELIVERY DATE.** Supplier shall deliver the Goods in the quantities and on the date(s) specified in this Order or as otherwise agreed upon in writing by the parties (the “**Delivery Date**”). Timely delivery of the Goods is of the essence. In the event of delay, or anticipated delay, for any cause, Supplier will immediately notify Buyer. If Supplier fails to deliver the Goods in full on the Delivery Date, Buyer may terminate the Order immediately by providing written notice to Supplier and Supplier shall indemnify Buyer against any losses, claims, damages, and reasonable costs and expenses attributable to Supplier’s failure to deliver the Goods on the Delivery Date. Buyer shall have the right to return any Goods delivered prior to the Delivery Date at Supplier’s expense and Supplier shall redeliver such Goods on the Delivery Date.
- 3. **DELIVERY LOCATION.** All Goods shall be delivered to the address specified in this Order (the “**Delivery Location**”) during normal business hours or as otherwise instructed.
- 4. **SHIPPING TERMS.** Unless otherwise specified on the face of Buyer’s Purchase Order, delivery shall be made F.O.B. Destination to the Delivery Location. Supplier shall give written notice of shipment to Buyer when the Goods are delivered to the carrier for transportation. Supplier shall provide Buyer all shipping documents, including the commercial invoice, packing list, bill of lading and any other documents that may be reasonably requested by Buyer. The Order number must appear on all shipping documents, shipping labels, bills of lading, invoices, correspondence and any other documentation pertaining to the Order.
- 5. **TITLE AND RISK OF LOSS.** Title shall pass to Buyer upon delivery of the Goods to the Delivery Location. Supplier shall bear all risk of loss or damage to the Goods until delivery of the Goods to the Delivery Location regardless of the Shipping Terms.
- 6. **AMENDMENT AND MODIFICATION.** No change to this Order shall be binding upon Buyer unless it is express and in writing signed by both parties and specifically declared that it is amending or modifying this Order. Should both the Buyer and Supplier be considered merchants, any additional or different terms shall be treated as a material alteration of this Order.
- 7. **PRICE.** The price of the Goods is the price stated in the Order (the “**Price**”). If no price is included in the Order, the Price shall be the price set out in Supplier’s published price list in force as of the date of the Order. Unless otherwise specified in the Order, the Price includes all packaging, transportation costs to the Delivery Location, insurance, customs duties and fees and applicable taxes, including, but not limited to, all sales, use or excise taxes. Supplier is responsible for the collection and reporting of all applicable transaction taxes such as sales, use, withholding, value added, or similar taxes. No Price increase is effective, whether due to increased material, labor or transportation costs or otherwise, without Buyer’s express prior written consent.
- 8. **PAYMENT TERMS.** Supplier shall issue an invoice to Buyer on or after the completion of delivery. Unless specified otherwise on Buyer’s Purchase Order, Buyer shall pay all properly invoiced amounts due to Supplier within thirty (30) days after Buyer’s receipt of such invoice, except for any amounts disputed by Buyer in good faith. In the event of a payment dispute, Buyer shall promptly provide to Supplier in writing a reasonably detailed description of each disputed item. The parties shall seek to resolve all disputes expeditiously and in good faith. Supplier shall continue performing its obligations under the Order notwithstanding any dispute.

- 9. SET-OFF.** Without prejudice to any other right or remedy it may have, Buyer reserves the right to set off at any time any amount owing to it by Supplier against any amount payable by Buyer to Supplier.
- 10. WARRANTIES.** Supplier warrants to Buyer for a period of twenty-four (24) months from the Delivery Date, all Goods will: (a) be free from any defects in workmanship, material and design; (b) conform to the applicable specifications, drawings, designs, samples and other requirements specified by Buyer; (c) be fit for their intended and particular purpose and operate as intended; (d) be merchantable; be free and clear of all liens, security interest or other encumbrances; and (f) not infringe or misappropriate any third party's patent or other intellectual property rights. Additionally, in the event Supplier is not the manufacturer of the Goods, Supplier will assign all warranties for the Goods from its vendors so that such warranties may be passed through or assigned to FC Tech and by FC Tech and such warranties shall survive any delivery, inspection, acceptance or payment for the Goods by Buyer. These warranties are cumulative and in addition to any other warranty as may be provided by law or in equity. If Buyer gives Supplier notice of noncompliance with this Section, Supplier shall, at its own cost and expense, within thirty (30) days of receipt of the notice, replace or repair the defective or nonconforming Goods and shall pay for all related expenses, including, but not limited to, transportation charges for the return of the defective or nonconforming Goods to Supplier and the delivery of repaired or replaced Goods to the Buyer.
- 11. INDEMNIFICATION.** Supplier shall defend, indemnify and hold harmless Buyer and Buyer's subsidiaries, affiliates, successors and assigns and their respective directors, officers, shareholders and employees and Buyer's customers (collectively, "Indemnitees") from and against any and all claims and damages (including but not limited to all costs, expenses, fees, fines, debts, liabilities, penalties, charges, and removal and remediation costs) of any nature (including but not limited to special, punitive, incidental and consequential damages) incurred by, asserted against or awarded against Indemnitees (collectively, "Losses") based upon, attributable to, arising out of or occurring in connection with the Goods, breach of contract or warranty, violation of laws, fault, strict liability or negligent acts or omissions of Supplier, Supplier's vendors or manufacturers.
- 12. INTELLECTUAL PROPERTY INDEMNIFICATION.** Supplier shall, at its expense, defend, indemnify and hold harmless Buyer and any Indemnitee against any and all Losses arising out of or in connection with any claim that Buyer's or Indemnitee's use or possession of the Goods infringes or misappropriates the patent, copyright, trade secret or other intellectual property right of any third party. Supplier shall provide (without any further cost to Buyer) all licenses related to intellectual property rights and pay all royalties necessary for Buyer's purchase, resale and/or use of the Goods.
- 13. COMPLIANCE WITH LAW.** Supplier must be in compliance with and shall comply with all applicable laws, regulations and ordinances. Supplier shall maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under the Order. Supplier shall comply with all export and import laws of all countries involved for shipments requiring any government import clearance. Supplier is obligated to comply with FC Tech's supplier code of conduct and should contact FC Tech to confirm compliance with the requirements of the supplier code of conduct.
- 14. TERMINATION.** Buyer may terminate this Order, in whole or in part, at any time with or without cause for undelivered Goods on ten (10) days' prior written notice to Supplier. In addition to any remedies that may be provided under these Terms, Buyer may terminate this Order with immediate effect upon written notice to the Supplier, either before or after the acceptance of the Goods, if Supplier has not performed or complied with any of the Terms contained herein, in whole or in part. If Supplier becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors, then the Buyer may terminate this Order upon written notice to Supplier. If Buyer terminates the Order for any reason other than Supplier's nonperformance or noncompliance or Supplier having become insolvent or otherwise commencing arrangements in respect of bankruptcy or insolvency, then Supplier's sole and exclusive remedy shall be: (a) payment of the agreed upon price for all Goods received and accepted before Buyer's termination; and (b) reimbursement for the costs incurred by Supplier as of the time of such termination for goods not received and accepted as of such time and which have been specifically manufactured for Buyer pursuant to the terminated Order (and which are not standard products of Supplier).
- 15. REMEDIES.** Buyer's remedies shall be cumulative and shall include any remedies allowed by law. No waiver of any breach of any term, covenant or condition of this Order by Buyer shall constitute Buyer's waiver of any other or subsequent breach of any term, covenant or condition under this Order. No forbearance or indulgence shall constitute a waiver or change of any term, covenant or condition. Acceptance of any Good(s) or payment for any Good(s) shall not waive any breach.
- 16. WAIVER.** No waiver by any party of any of the provisions of the Order shall be effective unless explicitly set forth in writing and signed by the party so waiving. No failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from the Order shall operate or be construed as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.
- 17. CONFIDENTIAL INFORMATION.** All Confidential Information of Buyer disclosed by Buyer to Supplier, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential," in connection with this Order is confidential, solely for the use of performing this Order

and may not be disclosed or copied unless authorized in advance and in writing by Buyer. Upon Buyer's request, Supplier shall promptly return all Confidential Information received from Buyer. Buyer shall be entitled to injunctive relief for any violation of this Section. This Section shall not apply to information that is: (a) in the public domain; (b) known to Supplier at the time of disclosure; or (c) rightfully obtained by Supplier on a non-confidential basis from a third party. For purposes of this Agreement, "Confidential Information" means all non-public, confidential or proprietary information of Buyer including, but not limited to, business affairs, business plans, trade secrets, intellectual property, specifications, samples, patterns, designs, client information, customer information, supplier information, technical data, developments, properties, systems, procedures, services, processes, methods, drawings, know-how, equipment, development plans, documents, manuals, strategies, training materials, costs, pricing, discounts or rebates, sales quantities or volumes, inventions, discoveries, or any other confidential matters acquired under this Order.

18. **ASSIGNMENT.** Supplier shall not assign, transfer, delegate or subcontract any of its rights or obligations under the Order without the express prior written consent of Buyer. Any purported assignment or delegation in violation of this Section shall be null and void. No assignment or delegation shall relieve the Supplier of any of its obligations hereunder.
19. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is that of independent contractors. Nothing contained in the Order shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever. No relationship of exclusivity shall be construed from this Order.
20. **GOVERNING LAW / JURISDICTION / JURY WAIVER.** THE ORDER AND THE RELATIONS BETWEEN THE PARTIES SHALL BE GOVERNED BY THE PROCEDURAL AND SUBSTANTIVE LAWS OF THE STATE OF LOUISIANA, EXCLUSIVE OF CONFLICT OF LAWS PRINCIPLES WHICH WOULD DIRECT THE APPLICATION OF THE SUBSTANTIVE OR PROCEDURAL LAW OF ANOTHER JURISDICTION. IN THE EVENT LOUISIANA LAW IS RULED OR DETERMINED NOT TO APPLY TO ANY DISPUTE BETWEEN THE PARTIES, THEN FOR PURPOSES OF THAT DISPUTE THE ORDER THE RELATIONS BETWEEN THE PARTIES SHALL BE GOVERNED BY THE LAWS OF THE JURISDICTION IN WHICH BUYER'S PURCHASING OFFICE (AS REFERENCED IN THE ACCOMPANYING PURCHASE ORDER) IS LOCATED, EXCLUSIVE OF CONFLICT OF LAWS PRINCIPLES WHICH WOULD DIRECT THE APPLICATION OF THE SUBSTANTIVE OR PROCEDURAL LAW OF ANOTHER JURISDICITON.  
  
IF BUYER'S PURCHASING OFFICE (AS REFERENCED IN THE ACCOMPANYING PURCHASE ORDER) IS LOCATED IN ANY STATE, TERRITORY, OR DISTRICT OF THE UNITED STATES OF AMERICA, EACH PARTY: (A) IRREVOCABLE SUBMITS TO THE PERSONAL AND SUBJECT MATTER JURISDICTION AND VENUE OF THE COURTS LOCATED IN THE PARISH OF EAST BATON ROUGE, LOUISIANA FOR THE RESOLUTION OF ANY AND ALL DISPUTES ARISING FROM OR RELATING TO THE ORDER OR THE RELATIONS BETWEEN THE PARTIES AND (B) KNOWINGLY AND VOLUNTARILY WAIVES ALL RIGHTS TO A JURY TRIAL IN ANY LEGAL PROCEEDING RELATING TO THIS ORDER OR THE RELATIONS BETWEEN THE PARTIES.
21. **CUMULATIVE REMEDIES.** The rights and remedies under this Order are cumulative and are in addition to and not in substitution for any other rights and remedies available at law or in equity or otherwise.
22. **NOTICES.** All notices, requests, consents, claims, demands, waivers and other communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at the addresses set forth on the face of this Order or to such other address that may be designated by the receiving party in writing. Except as otherwise provided in this Order, a Notice is effective only (a) upon receipt of the receiving party (and confirmation of such receipt in respect of facsimile or email transmissions), and (b) if the party giving the Notice has complied with the requirements of this Section.
23. **CLERICAL ERRORS.** Buyer reserves the right to correct all stenographic or clerical errors or omissions in any documents whether in the Order or other documents.
24. **SEVERABILITY.** If any term or provision of this Order is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Order or invalidate or render unenforceable such term or provision in any other jurisdiction. Further, all such terms shall be applied to the extent allowed by applicable law.
25. **SURVIVAL.** Provisions of this Order which by their nature should apply beyond their terms will remain in force after any termination or expiration of this Order including, but not limited to, the following provisions: Set-off, Warranties, Indemnification, Compliance with Laws, Confidentiality, Governing Law / Jurisdiction and Survival.