ACTIVE MINERALS INTERNATIONAL, LLC
TERMS AND CONDITIONS OF SALE (Revised 3-3-25)

1. TERMS. These Terms and Conditions of Sale ("Terms") shall apply to the sale of all products or services ("Products") by ACTIVE MINERALS INTERNATIONAL, LLC or its subsidiaries and affiliates ("Seller") to buyer ("Buyer"). The accompanying order confirmation (the "Sales Confirmation") and these Terms comprise the entire agreement between the parties ("Agreement") and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral, including any of Buyer's terms and conditions of purchase regardless of whether or when Buyer has submitted its purchase order or such terms. Fulfillment of Buyer's order does not constitute acceptance of any of Buyer's terms and conditions. ANY ADDITIONAL OR DIFFERENT TERMS PROPOSED BY BUYER ARE EXPRESSLY REJECTED IN THEIR ENTIRETY. This Agreement may not be amended, supplemented or otherwise modified except by a written instrument signed by the parties. An order for Product constitutes an offer by Buyer to purchase the Product and is subject to acceptance by Seller. HOWEVER, SELLER'S ACCEPTANCE IS LIMITED EXCLUSIVELY TO THESE TERMS AND THE PRICE, QUANTITY, DELIVERY AND OTHER TERMS PROVIDED BY SELLER. Once accepted by Seller, no order or part thereof may be varied or cancelled without Seller's prior written consent.

2. PRICE AND DELIVERY: Seller reserves the right to establish and change Product prices at any time without advance notice; however, changes will not apply to previously accepted orders. Unless otherwise agreed to in writing by the parties, Seller's prices then in effect or as stated in the Sales Confirmation shall prevail over any price specified in Buyer's order. Unless otherwise indicated in the Sales Confirmation, all prices are Ex-Works (Incoterms 2020) Seller's manufacturing or warehouse facility. Buyer shall pay all applicable freight, handling, delivery, special packing and insurance charges for shipments of Goods pursuant to the agreed upon delivery terms. If Seller delivers to Buyer a quantity of Products of up to 5% more or less than the quantity set forth in the Sales Confirmation, Buyer shall not be entitled to object to or reject the Products by reason of the surplus or shortfall and shall pay for such Products at the price set forth in the Sales Confirmation adjusted pro rata. Any delivery dates indicated in any order are only estimates and not guaranteed delivery dates. Buyer shall immediately notify Seller of any shortages, overages (in excess of the amounts stated above), or other failure of the Products to conform to Seller's specifications ("Nonconforming Product") within 10 days after delivery of the Product ("Nonconforming Notice Period"). Any Nonconforming Products not reported in writing to Seller as within the Nonconforming Notice Period will be deemed unconditionally accepted by Buyer and any claims related thereto will be deemed irrevocably waived.

3. TITLE AND RISK OF LOSS: Risk of loss will transfer to Buyer in accordance with the Ex-Works Incoterm (2020) at Seller's manufacturing or warehouse facility unless otherwise set forth in the Sales Confirmation. If Buyer fails to accept shipment of the Products at Seller's facility, the Products shall be deemed to have been delivered and will be held at Buyer's sole expense and risk of loss. Buyer agrees that Seller may act as Buyer's agent and store, insure, protect and/or resell same for Buyer's account at Buyer's expense. Seller shall not be liable for loss, damage or expense due to delays or contamination of the Goods in shipment or delivery. Seller shall retain title to Products delivered by it until they are paid for in full. Buyer shall be obliged at all times to cooperate in taking such measures as Seller deems to be necessary to protect the title of Seller and to inform Seller immediately of any change in the location of the Products.

4. PAYMENT: Unless otherwise stated in writing by the Seller, the price for the Product is payable only in U.S. currency, and payment is due to Seller within thirty (30) days of the date of invoice. Buyer agrees to pay interest at the rate of the lesser of 1.5% per month or the highest rate allowed by law for any late payments. Buyer shall reimburse Seller for all costs incurred in collecting any late payments, or in connection with any bankruptcy proceedings filed by or against Buyer, including, without limitation, attorneys' fees. Seller reserves the right, among other remedies, either to terminate any order or to suspend further deliveries under it in the event Buyer fails to pay for any one shipment or invoice when due. In the event Seller exercises its right to terminate any order pursuant to this paragraph, Buyer's obligations under this paragraph shall survive. Except as otherwise provided herein, no order shall be cancelled except with the written consent of Seller. Buyer shall not withhold payment of any amounts due and payable by reason of any set-off of any claim or dispute with Seller, whether relating to Seller's breach or otherwise. As collateral security for the payment of the purchase price of the Products, Buyer hereby grants to Seller a lien on and security interest in and to all of the right, title, and interest of Buyer to the Products, wherever located, as well as all proceeds (including insurance proceeds) of the foregoing. The security interest granted under this provision constitutes a purchase money security interest under the Uniform Commercial Code or other applicable law.

5. TERMINATION & DEFAULT: If Buyer becomes insolvent, unable to pay its debts when due, or defaults under any agreement with, or terms of, Seller, Seller at its option may: (i) defer delivery of all Products until any default is cured; or (ii) may treat any insolvency or default as a repudiation by Buyer of the entire order, recall the Products (if shipped) and hold Buyer liable for any damages, including, but not limited to, special, consequential and incidental damages.

6. WARRANTIES BY SELLER: Seller warrants that Products produced by Seller will conform to Sellers's Product specifications in effect at the time of delivery. In the event that the Products are found to be Nonconforming, Seller's exclusive liability, and Buyer's exclusive remedy, for Nonconforming Products is limited, at Seller's option, to: (i) replacement of the Nonconforming Products or (ii) refund of the purchase price of such Products. Products may not be returned without Seller's permission. Seller shall not be liable for a breach of these warranties unless Buyer gives written notice within the Nonconforming Notice Period. Additionally, (i) Seller must be given a reasonable opportunity after receiving such notice to examine the Products; (ii) Buyer (if requested to do so by Seller) must return such Products to Seller's place of business at Seller's cost for the examination to take place there; and (iii) Seller must be able to reasonably verify Buyer's claim that the Products are Nonconforming. The warranties under this section do not apply if: (i) Buyer makes any further use of the Nonconforming Products after giving such notice; (ii) the nonconformance arises because Buyer failed to follow Seller's oral or written instructions as to the storage, installation, commissioning, use, or maintenance of the Products; or (iii) Buyer alters such Products without the prior written consent of Seller. **EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH HEREIN, SELLER MAKES NO EXPRESS OR IMPLIED WARRANTY WHATSOEVER WITH RESPECT TO THE PRODUCTS, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR (c) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE. BUYER ACKNOWLEDGES THAT IT HAS NOT RELIED UPON ANY REPRESENTATION OR WARRANTY MADE BY SELLER, OR ANY OTHER INDIVIDUAL OR ENTITY ON SELLER'S BEHALF, EXCEPT AS SPECIFICALLY PROVIDED HEREIN.**

7. LIMITATION OF LIABILITY: TO THE MAXIMUM EXTENT PERMITTED UNDER THE APPLICABLE LAW, IN NO EVENT WILL SELLER BE LIABLE FOR INCIDENTAL, SPECIAL, CONSEQUENTIAL, INDIRECT, EXEMPLARY OR PUNITIVE DAMAGES FROM ANY CAUSE OR FOR ANY REASON WHATSOEVER, IRRESPECTIVE OF WHETHER THE CLAIM ARISES FROM ACTUAL OR ALLEGED BREACH OF WARRANTY, INDEMNIFICATION, BREACH OF CONTRACT, NEGLIGENCE, PRODUCT LIABILITY, CONTRIBUTION OR ANY OTHER LEGAL THEORY AND IN NO EVENT WILL SELLER BE LIABLE FOR LOST REVENUE OR PROFITS OR FOR ANY EXPENSES ARISING DIRECTLY OR INDIRECTLY FROM THE HANDLING, STORAGE, TRANSPORTATION, USE, SALE OR DISPOSAL OF THE PRODUCTS SOLD HEREUNDER. IN NO EVENT SHALL SELLER'S TOTAL LIABILITY HEREUNDER EXCEED THE PURCHASE PRICE OF THE PRODUCTS THAT ARE THE SUBJECT OF ANY CLAIMS MADE BY BUYER.

8. INDEMNITY AND NOTICE OF CLAIM: Buyer shall indemnify, defend (at Seller's sole option) and hold harmless Seller, its affiliates and their respective officers, directors, employees, agents and representatives from and against liability, damage, loss, cost or expense (including reasonable attorney's fees and costs) of any kind or nature whatsoever arising out of or related to (i) any breach by Buyer of any provision of these Terms, or (ii) any claims by third parties related to Buyer's resale, use, or disposition of the Products including, but not limited to, (a) product liability claims relating to the manufacture, promotion, use, distribution or sale of Buyer's goods incorporating the Products; (b) the negligence or lack of due care by Buyer, Buyer's customers, agents, employees or invitees, in whole or in part; and (c) claims of contributory infringement or inducement of infringement against Seller based on infringement by Buyer of any third party intellectual property right(s) covering Buyer's goods incorporating the Products, including all materials or intermediates produced or used in their manufacture (excluding the Products) or method(s) for its manufacture or use.

9. TAXES: All Prices are exclusive of all sales, use, and excise taxes, and any other similar taxes, duties, tariffs, and charges of any kind imposed by any governmental authority or third party on any amounts payable by Buyer. Buyer shall be responsible for all such charges, costs, and taxes; provided, that, Buyer shall not be responsible for any taxes imposed on, or with respect to, Seller's income, revenues, gross receipts, personal or real property, or other assets.

10. GOVERNING LAW: All matters arising out of or related to this Agreement shall be governed by and interpreted in accordance with the laws of the State of Georgia, U.S., without giving effect to any choice or conflict of law provision or rule. Buyer irrevocably consents to the exclusive jurisdiction of the local, state and federal courts located in Atlanta, Georgia, and irrevocably waives any claim that any proceedings in such courts have been brought in an inconvenient forum. The United Nations Convention on Contracts for the International Sale of Goods, and applicable law providing its application, is expressly excluded. Any action by Buyer arising out of or relating to these Terms must be commenced within one (1) year after the cause of action has accrued. BUYER IRREVOCABLY WAIVES ANY RIGHT TO A JURY TRIAL.

11. COMPLIANCE WITH LAW, EXPORT CONTROLS: Buyer shall comply with all applicable laws, regulations, and ordinances. Buyer shall maintain in effect all the licenses, permissions, authorizations, consents, and permits that it needs to carry out its obligations under this Agreement. Buyer acknowledges that the Product may be subject to the export control and economic sanctions laws of the United States and the country in which Buyer is located, including without limitation the U.S. Export Administration Regulations. Buyer shall be solely responsible for the determination of and adherence to all such applicable laws and agrees not to export, re-export, or transfer Products directly or indirectly to or via any

prohibited person, entity, or destination, or for any prohibited end-use without obtaining prior government authorization. Buyer acknowledges that Seller is not obligated to provide Products to Buyer in the event of any violation of these Terms. Neither Buyer nor Seller shall take or be required to take any action prohibited or penalized under U.S. or applicable foreign law. Buyer warrants and represents that it is in compliance with all rules and regulations administered by the U.S. Office of Foreign Assets Control or any other governmental entity imposing economic sanctions and trade embargoes.

12. INTELLECTUAL PROPERTY USAGE: Nothing contained herein or by virtue of Seller's sale of products to Buyer shall be construed as granting or implying any license, right, title or interest in or to any present or future patent, patent application, know-how, copyright, trademark, trade secret or other proprietary right or interest owned by Seller.

13. CONFIDENTIALITY/NO ANALYSIS: All non-public, confidential or proprietary information of Seller, including but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, pricing, discounts, or rebates, disclosed by Seller to Buyer, 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 Agreement is confidential, solely for the use of performing this Agreement and may not be disclosed or copied by Buyer unless authorized in advance by Seller in writing. Upon Seller's request, Buyer shall promptly return all documents and other materials received from Seller. Seller shall be entitled to injunctive relief for any violation of this Section. This Section does not apply to information that is: (a) in the public domain; (b) known to Buyer at the time of disclosure; or (c) rightfully obtained by Buyer on a non-confidential basis from a third party. Buyer will not, without the prior written consent of Seller, (i) perform, either directly or through a third party, any reverse engineering of the Products (or samples thereof), or (ii) file any patent, utility model or design application based upon any of the Products or otherwise use the Products directly or indirectly in context with any application for intellectual property rights.

14. ALLOCATION: If Seller determines that its ability to supply the total demand for the Products, or obtain any or a sufficient quantity of any material used directly or indirectly in the manufacture of the Products, is hindered, limited or made impracticable, Seller may allocate its available supply of the Products or such material (without obligation to acquire other supplies or any such products or material) among itself and its customers on such basis as Seller determines to be equitable and without liability for any failure of performance which may result therefrom.

15. ASSIGNMENT: Buyer shall not (by operation of law or otherwise) assign its rights or delegate its performance hereunder without the prior written consent of Seller, and any attempted assignment or delegation without such consent shall be void. Seller shall have the right, at its sole discretion, to assign its rights or delegate its performance hereunder at any time.

16. NOTICES: All documents, notices and communications to be given hereunder or in connection herewith must be in writing and signed (signing may be by an electronic signature) and shall be deemed given to HEM upon proof of actual receipt. Copies of all notices shall be sent to: legalnotices@huber.com. A notice is only effective upon (1) receipt by the receiving party (2) if the party giving notice complied with this section.

17. FORCE MAJEURE: Seller shall not be liable to Buyer, or be deemed to have defaulted or breached these Terms, for any failure or delay in fulfilling or performing any term, when and to the extent such failure or delay is caused by or results from acts beyond Seller's control, including, without limitation, the following force majeure events ("Force Majeure Event(s)"): (a) acts of God; (b) flood, fire, earthquake, epidemics, pandemics, explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or actions; (e) embargoes or blockades; (f) national or regional emergency; (g) strikes, labor stoppages or slowdowns, or other industrial disturbances; (h) telecommunication breakdowns, power outages or shortages, lack of warehouse or storage space, inadequate transportation services, or inability or delay in obtaining supplies or raw materials of adequate or suitable materials; and (i) other events beyond Seller's control.

18. MISCELLANEOUS: The parties to this Agreement are independent contractors and the terms or conditions herein shall not be construed as creating a joint venture, partnership, agency or franchise relationship. If any provision of these Terms shall be held by a court of competent jurisdiction to be illegal, invalid and/or unenforceable, the remaining provisions shall remain in full force and effect. Seller's failure to insist upon strict compliance of any provision of these Terms shall not be deemed to be a waiver of any right granted to Seller herein. Seller shall not be deemed to waive any such right unless such waiver is in writing; even in that event, such waiver shall not constitute a waiver of any other default or provision under these Terms. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement. Any terms of this Agreement which, expressly or by their nature, extend beyond the termination, expiration, or completion of this Agreement, will survive any termination, suspension, or expiration of this Agreement. "Days" as used herein means calendar days, excluding federal holidays, unless otherwise expressly noted. "Shall" as used herein means a mandatory, non-discretionary obligation or right. The English version of these Terms shall prevail over any translation.