

**Ceramex Standard Terms and Conditions of Sale**

These Standard Terms and Conditions of Sale ("**Ceramex Standard Terms**") are incorporated into the Purchase Order signed by Ceramex and Customer. The Purchase Order and the Ceramex Standard Terms (collectively, the "**Agreement**") exclusively govern Customer's order and supersedes any prior or contemporaneous negotiations or agreement related to the Products. Customer acknowledges and agrees that it is legal bound Customer agrees to abide by the Agreement, including all terms and conditions incorporated herein by reference, whether located at a referenced website or otherwise. Ceramex hereby rejects any additional or different terms and conditions proposed by Customer at any time in any proposal, quotation, acknowledgement, acceptance, invoice, or other document in whatever form presented by Customer; any such additional or different terms and conditions proposed by Customer shall be void and shall not form part of the agreement between the Parties for the supply of Products unless expressly agreed to in a writing signed by both Ceramex and Customer.

**1. DEFINITIONS**

The following terms as used in these Standard Terms and Conditions of Purchase ("**Standard Terms**") shall have the meanings set forth below:

- 1.1. "**Affiliate**" means any entity that controls, is controlled by, or is under common control with either Party, and "control" shall mean (i) an ownership interest, directly or indirectly, of fifty percent (50%) or more in such entity or Party, or (ii) the ability to direct the management or policies of such entity or Party, whether through ownership, contract or otherwise.
- 1.2. "**Business Day**" means any day of the week, excluding Saturday and Sunday, other than a day which is a public holiday in the United States; all other references to a "day" or "days" shall mean a calendar day.
- 1.3. "**Ceramex**" means Ceramex North America LLC.
- 1.4. "**Core**" means a worn, failed or end of life Product that will be used by Ceramex to remanufacture the same or similar Products for sale.
- 1.5. "**Order**" or "**Purchase Order**" means Customer's written and signed request to purchase goods from Ceramex memorialized on Ceramex's Purchase Order form and which incorporates by reference these Standard Terms and Conditions of Sale.
- 1.6. "**Party**" or "**Parties**" means either or both the Customer and/or Ceramex, as the case may be.
- 1.7. "**Customer**" means the Party identified as Customer on the Purchase Order.
- 1.8. "**Products**" means the goods including, without limitation, diesel particulate filters ("**DPF**"), diesel oxidation catalysts ("**DOC**"), clamps, gaskets, bung ports, filters, filter substrates, sub-assemblies, cannisters, brackets, nuts, bolts, fasteners, parts, components and other materials supplied by Ceramex to Customer pursuant to a Purchase Order.
- 1.9. "**Tax**" means any fee, charge or tax imposed by any federal, state, local or other governmental authority including, without limitation, any use tax, sales tax, franchise tax, commercial activity tax ("**CAT**") or value added tax ("**VAT**"); Tax excludes any fee, charge or tax based upon Ceramex's revenue, net income or personal or real property).

**2. PACKAGING AND DELIVERY**

Unless otherwise stated in the Purchase Order,

- 2.1. Packaging. Ceramex shall package and mark the Products consistent with its then-current packaging process.
- 2.2. Shipping Term. If Customer does not request the Ceramex ship the Products via Federal Express or United Parcel Service to a specific Customer Shipping Address, then Ceramex shall deliver the Products to Customer FCA (2401 East Sunshine Street, Springfield, Missouri 65804) (Incoterms® 2020).

**3. PRICES, TAXES AND INFORMATION**

- 3.1. Price. The Price of the Products shall be set forth in the Purchase Order. Customer acknowledges that the Price will be adjusted to reflect any applicable charges including, without limitation, shipping, disassembly, disposal, replacement of damaged parts and components, etc. Customer agrees to pay Ceramex the Price plus all applicable charges. All figures are quoted in United States Dollars. Any applicable charges and/or credits shall be separately set forth in the final receipt for the Products supplied to Customer pursuant to the Purchase Order.
- 3.2. Taxes. Prices set forth in the Purchase Order (and any applicable charges or credits) do not include any applicable Taxes. Customer shall be responsible for payment of all Taxes. Unless Customer provides Ceramex with a valid tax exemption certificate acceptable to the pertinent governmental authority, Ceramex shall invoice Customer and Customer shall pay all applicable Taxes.

3.3. Information. Customer represents and warrants that data and information provided to Ceramex in the form of a questionnaire or otherwise shall be true, complete and accurate as of the date provided and shall be delivered to Ceramex in a timely manner. Customer shall inform Ceramex of any changes to information or data previously supplied to Ceramex and shall provide updated information and data as Customer becomes aware of such information or data.

#### **4. INVOICING AND PAYMENT TERMS**

Ceramex shall invoice Customer on or after the date when Product is delivered to Customer. Ceramex's invoice shall reference the applicable Purchase Order. All invoices and payments shall be in U.S. dollars. Customer shall pay all invoices net thirty (30) days of the date of Ceramex's invoice. If Customer disputes any invoice item, Customer shall give Ceramex written notice of such disputed item within ten (10) days of Customer's receipt of such invoice; Customer shall pay Ceramex the undisputed portion of the invoice within the original net thirty (30) days from the date of Ceramex's invoice. Any undisputed invoice amount that Customer fails to pay by the due date shall accrue interest at the rate of one and a half percent (1.5%) per month or the highest rate permissible under applicable law, whichever is greater. If an undisputed invoice amount remains unpaid after thirty (30) days, Ceramex may suspend its performance of any other pending or executory Purchase Orders with Customer. Customer shall reimburse Ceramex for all costs including, without limitation, attorneys' fees, court costs and collection agency fees, incurred by Ceramex in seeking to collect any late payments.

#### **5. COMPLIANCE**

Customer acknowledges that Ceramex is not making any representations or warranties with respect to the whole goods units into which Products are incorporated, including without limitation the compliance of such whole goods units with any U.S. or foreign laws, rules, regulations, statutes, ordinances, codes, orders and or programs at the federal, state or local levels (individually and collectively, the "**Regulations**"), including, without limitation, Regulations relating to emission standards. Customer agrees to defend, indemnify and hold harmless Ceramex and its Affiliates from and against any and all claims, losses, damages (including, without limitation, injury and death), costs and expenses (including, without limitation, attorneys' fees) and other obligations of any nature whatsoever asserted against Ceramex or any Affiliate to the extent caused by Customer's non-compliance with any Regulations with respect to any whole goods units into which any Product is incorporated, including, without limitation, governmental action.

#### **6. CERAMEX LIMITED WARRANTY**

6.1. Limited Warranty. Ceramex warrants that each Product sold and delivered by Ceramex to Customer will be free from defects in materials or workmanship under normal use and service for twelve (12) months from the date of purchase, unlimited miles. The obligation of Ceramex to Customer with respect to any Product for breach of Ceramex's Limited Warranty is limited, at Ceramex's option, to either credit to Customer the Price of any non-conforming or defective Product or to replace or repair the non-conforming or defective Product. Parts and materials manufactured by third-parties and incorporated in the Products shall be covered only by the third-party's warranty, if any. Ceramex hereby assigns to Customer any third-party's warranty, to the extent assignable; Ceramex does not provide any warranty with respect to such parts or materials.

6.2. Exclusions. Ceramex's Limited Warranty is subject to, and qualified by, the warranty administration provisions set forth in the following Section and by the exclusions listed below. The following are not covered by Ceramex's Limited Warranty:

- 6.2.1. Failure caused by design-related problems or defects.
- 6.2.2. Failure caused by incorrect installation or adjustment following delivery by Ceramex.
- 6.2.3. Failure caused by the physical or chemical effects of any substance used in operating or maintaining the equipment into which Product is incorporated or in the environment.
- 6.2.4. Failure caused by improper use, overloading, overheating, improper cleaning, operator misuse, abuse or negligence following delivery by Ceramex.
- 6.2.5. Failure resulting from lack or untimely application of normal maintenance and operating service, including without limitation, inspections or adjustments.
- 6.2.6. Failure caused by improper storage or handling of Product subsequent to delivery by Ceramex and prior to installation.
- 6.2.7. Failure caused by accident or act of God, or for normal wear and tear.
- 6.2.8. Failure caused by the use of unauthorized accessories or parts.

- 6.2.9. Failure caused by improper or unauthorized repairs or services.
- 6.2.10. Failure caused by a pre-existing condition of the equipment into which Product is installed.
- 6.2.11. Failure caused by unauthorized modification of Product (or the equipment into which Product is installed) that alters its form, fit, or function.
- 6.2.12. Failure caused by parts or materials incorporated into Product by a party other than Ceramex.
- 6.2.13. Location of Product outside of the United States when the warranty claim is made and processed, where such Product is not timely returned by Customer to Ceramex, at Ceramex's request.
- 6.2.14. Policy claims or customer goodwill considerations.
- 6.2.15. Progressive damages.

Ceramex's Limited Warranty shall be void and of no force and effect if repairs made to Product (or made to the equipment into which Product is installed) are not made in conformity with the applicable original manufacturer specifications. In addition, the following are not covered by Ceramex's Limited Warranty: (a) fuels, lubricants, coolant, filters and other maintenance items, (b) labor charges incurred on customer installed Products or repairs, (c) labor for adjustments, tune-ups, inspections and other maintenance items, (d) the cost of any transportation charges expended on or in connection with the repair, return or replacement of any non-conforming or defective Product, (e) overtime, (f) injury to any person or property or death of any person, (g) machine down time, (h) rental costs, (i) loss of revenue, (j) incidental or consequential expenses, (k) replacement and/or disposal of environmentally harmful substances, (l) diagnostic services or testing, (m) towing and/or storage, (n) payment to third parties for services not agreed by Ceramex in writing prior to the use of such services, and (o) travel time, mileage, meals, tolls, lodging and other travel expenses.

6.3. Maximum Reimbursement. In no event shall Ceramex's total obligation with respect to any Product for breach of Ceramex's Limited Warranty (including, without limitation, replacement or repair of Product) exceed the sum of the Price paid by Customer to Ceramex for such failed Product.

6.4. **DISCLAIMER. CERAMEX'S LIMITED WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES OF CERAMEX, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

## **7. CERAMEX WARRANTY ADMINISTRATION**

The following warranty administration provisions shall apply to any alleged breach of Ceramex's Limited Warranty made by Customer to Ceramex related to Products sold and delivered by Ceramex to Customer pursuant to this Agreement.

For a warranty claim to be valid, the following conditions must be met: (a) a Return Goods Authorization ("**RGA**") number must be obtained prior to the return of any defective Product or any repairs being performed on such Product, (b) the warranty claim must be submitted by Customer to Ceramex in writing within thirty (30) days of Customer's initial determination that a Product is defective and, unless Ceramex instructs otherwise, the defective Product must be returned to Ceramex, labeled with the assigned RGA number, freight prepaid and according to Ceramex's shipping instructions, within such thirty (30) day period, (c) only one failure per warranty claim, (d) failed Product must be returned to Ceramex assembled and complete and (e) the Claim Information listed in Section 7.1 below must be submitted by Customer to Ceramex along with and any other information requested by Ceramex to analyze the root cause of the Product failure. Customer shall provide the required documentation and evidence to Ceramex along with the returned Product and/or via email at [rga@ceramexna.com](mailto:rga@ceramexna.com) within thirty (30) days of Customer's notification of Ceramex of the warranty claim.

Once Ceramex receives all the required warranty claim documentation and evidence, Ceramex will complete its warranty claim evaluation within three (3) business days and, at that time, Ceramex shall inform Customer whether the warranty claim was accepted or denied. During the evaluation, Ceramex shall, if applicable, visually inspect, airflow test and thermally imaging the Product. Ceramex shall, via an email from [rga@ceramexna.com](mailto:rga@ceramexna.com), provide to Customer a report outlining the findings from Ceramex's evaluation and its decision regarding the warranty claim.

Incomplete warranty claim submissions will delay processing and may result in denial of the warranty claim. If Customer fails to return the Product to Ceramex or fails to provide the required documentation and evidence to Ceramex within the thirty (30) day period, Customer's warranty claim will be closed.

7.1. Claim Information. Each warranty claim made by Customer to Ceramex shall contain the following information:

## Ceramex North America LLC

2401 E. Sunshine St.

Springfield, MO 65804

Ceramexnorthamerica.com

- 7.1.1. Customer's name and address and name, email address and telephone number of Customer contact person.
- 7.1.2. Vehicle make and model, VIN/serial number and mileage/hours at time of Product failure.
- 7.1.3. Product part number, Product serial number and Ceramex ID.
- 7.1.4. Date of purchase of the Product.
- 7.1.5. Date of installation of Product.
- 7.1.6. Date of failure of Product.
- 7.1.7. A Return Goods Authorization ("**RG**A") number assigned by Ceramex (obtained by contacting Ceramex at its address set forth in this Agreement).
- 7.1.8. Service History. Attach copies of the following:
  - a. Repair orders or work orders for the failed Product and any related repairs within the twelve (12) months preceding the failure.
  - b. Fault code history and ECM data (including all available regen counts, soot load history and exhaust temperature readings).
  - c. Notes on any known engine issues including, without limitation, oil consumption, coolant leaks, EGR faults, turbo failures, etc.
- 7.2. Visual documentation. Attach clear images of the following:
  - a. If possible, photos of the Product, in its installed condition, prior to removal of the Product from the vehicle/equipment.
  - b. Photos of the complete Product, including separate images of both the inlet and outlet ends of the Product.
  - c. Photos of any areas of the Product with visible damage or corrosion.
- 7.3.
- 7.4. Shipping/Handling. With respect to a valid warranty claim, freight to transport the replacement Product to Customer and, upon Ceramex's request, to return the defective Product to Ceramex shall be for Ceramex's account, provided that such transportation is pursuant to Ceramex's instructions, and provided further that Customer provides to Ceramex supporting documentation of such charges satisfactory to Ceramex. Customer shall cap and package the Product to prevent damage to the Product while it is in transit to Ceramex. Freight charges incurred as a result of Ceramex's instructions not being followed shall be for Customer's account. Freight charges incurred to return failed or defective Product to Ceramex shall be for Customer's account where Ceramex determines that Customer does not have a valid warranty claim with respect to such Product. Mileage, insurance, duty, taxes, and other transportation related charges are not covered by Ceramex's Limited Warranty. Notwithstanding the foregoing, Ceramex shall have no freight obligations for shipments to or from any destination outside of the continental United States.
- 7.5. Claim Reversal. In the event (i) prior to Ceramex's completion of its warranty claim analysis, Ceramex provides a replacement Product, and if Ceramex subsequently determines that Customer's warranty claim is not valid, or (ii) Ceramex provides a replacement Product (and/or any reimbursable amount to Customer), and the failed Product was not timely returned to Ceramex upon its request, was returned incorrect or incomplete or was returned disassembled, Ceramex shall issue to Customer a reversal notice, in which case Customer shall promptly reimburse Ceramex the amounts set forth on such reversal notice.
- 7.6. Disposition of Returned Product. For all warranty claims, returned Product becomes the property of Ceramex.

### **d. MISCELLANEOUS**

- a. Governing Law, Jurisdiction and Venue. This Agreement shall be governed, construed and enforced in accordance with the laws of Missouri, without regard to its conflicts of law doctrine. The provisions of the U.N. Convention on Contracts for the International Sale of Goods shall not apply to this Agreement and shall not govern the rights and obligations of the either Party. The Parties each irrevocably and unconditionally submit to the jurisdiction of and venue in the United States District Court for the Western District of Missouri, sitting in Springfield, Missouri (or, if such court lacks jurisdiction, in the Circuit Court of Greene County, Missouri), for any proceeding arising under this Agreement. The Parties each waive, and agree not to assert in any such dispute, to the fullest extent permitted by applicable law, any claim that: (i) such Party is not personally subject to the jurisdiction of such courts; (ii) such Party and such Party's property is immune from any legal process issued by such courts; or (iii) any litigation commenced in such courts is brought in an inconvenient forum. Each Party consents to service of process made by (A) personal service or (B) United States Postal Service certified mail, return receipt requested or (C) by overnight courier, directed

to it at its address set forth in Section 7(h) and that such service shall be deemed perfected on the date of service, if personally served or, if sent by either certified mail, return receipt requested or overnight courier, two (2) Business Days following delivery by the sender to the United States Postal Service or overnight courier.

- b. Amendments. No amendments, changes or modifications to this Agreement shall be valid except if the same are in writing and signed by a duly authorized representative of both Parties.
- c. Notices. All notices required or permitted under this Agreement must be in writing and in the English language, and will be deemed given (i) on the date of service if personally served or (ii) if sent by United States Postal Service certified mail, return receipt requested or by overnight courier, two (2) Business Days following delivery by the sender to the United States Postal Service or overnight courier. All communications under this Agreement will be sent to the Receiving Party's addresses as set forth in the Purchase Order or to such other addresses as the Receiving Party provides to the other Party for purposes of receiving notices under this Agreement. Customer shall, simultaneously with any notice provided to Ceramex, provide an identical copy of the notice to SRC Holdings Corporation, 531 South Union Avenue, Springfield, Missouri 65802, Attention: General Counsel.
- d. Limitation of Liability. **IN NO EVENT SHALL A PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS OR REVENUES OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL, COVER OR PUNITIVE DAMAGES OF ANY KIND OR NATURE WHATSOEVER, HOWEVER CAUSED, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF THE ESSENTIAL PURPOSE OF THIS AGREEMENT OR ANY LIMITED REMEDY HEREUNDER.**
- e. Survival. Neither the expiration nor the termination of this Agreement shall affect any rights of any Party which accrued prior to the date of such expiration or termination, and in particular it is expressly agreed by the Parties that the obligations regarding warranty and confidentiality shall survive the expiration or termination of this Agreement.
- f. Force Majeure. Neither Party shall be liable to the other Party for any delay in or failure of performance or nonperformance of its obligations hereunder to the extent such delay or failure is caused by an event of Force Majeure. "**Force Majeure**" means a fire, flood, natural catastrophe, or other similar act of God that is beyond such Party's reasonable control. The Party affected by any such event shall promptly notify the other party in writing and indicate the expected duration of such interruption. If the event of Force Majeure persists for longer than thirty (30) days, the other Party may terminate this Agreement without penalty. No event of Force Majeure shall excuse or delay either Party's payment obligations under this Agreement.
- g. Independent Contractor. The relationship between Ceramex and Customer is that of independent contractors. Nothing contained in this Agreement shall be construed to create a principal-agent or employer-employee relationship between the Parties. Neither Party shall represent to others that it is the agent of the other Party.
- h. Assignment, Successors and Assigns. Neither Party shall assign any right or obligation of this Agreement without the prior written consent of the other Party. No assignment of this Agreement or of any rights hereunder shall relieve the assigning Party of any of its obligations or liabilities hereunder.
- i. Severability. Any term or condition contained in this Agreement that is declared unlawful or unenforceable by a court of competent jurisdiction shall not apply, and the unenforceability of any such term or condition shall not affect the enforceability of any other term or condition.
- j. Waiver. The failure of a Party to require strict performance by the other Party of any obligation hereunder shall in no way affect its right to require such performance at any time thereafter. In addition, no waiver by either Party of the breach of any provision hereof shall constitute a waiver of any subsequent breach of the same provision, or any breach of any other provisions.
- k. Construction and Interpretation. The headings and captions herein are provided for convenience only and do not create or affect any substantive rights.
- l. Reservation of Rights and Remedies. No remedy provided to Customer herein shall be deemed exclusive of any other remedy allowed by law or equity.