

CONDITIONS OF SALE

All orders are accepted and all sales are made subject to these Conditions of Sale. By submitting a purchase order or other similar document (each, a "**Purchase Order**"), you (the "**Customer**") shall be deemed to expressly accept these Conditions of Sale notwithstanding language in Customer's Purchase Order inconsistent herewith. In the event of any conflict between these Conditions of Sale and a Purchase Order, the terms of these Conditions of Sale shall prevail unless such Purchase Order has been executed by both parties and such Purchase Order explicitly states that its terms prevail in the event of a conflict with these Conditions of Sale. Unless otherwise set forth in a written agreement executed by both parties, these Conditions of Sale apply to all orders between NPX ONE LLC ("**NPX ONE**") and its customers.

1. EXAMINATION-SUITABILITY-CLAIMS. Customer should examine and test each shipment promptly on arrival and before any part of the goods (except for reasonable test quantities) has been changed or altered from its original condition. NPX ONE will not recognize claims for any cause after the goods have been treated, processed or changed in any manner (except for reasonable test quantities). It is Customer's responsibility to determine whether the goods are suitable for Customer's contemplated use, whether or not such use is known to NPX ONE. Customer must submit to NPX ONE, in writing, any claims prior to the expiration of the applicable Warranty Period (as defined below). Any claims not properly submitted prior to the expiration of the applicable Warranty Period are waived by Customer, excepting only claims for breach of (i) patent warranty and (ii) the Fair Labor Standards Act for sales in the United States, as defined in Section 4 below.

2. DELIVERY AND FREIGHT. Unless otherwise stated on the invoice, delivery of all goods is EXW (Incoterms 2020) the NPX ONE facility with risk of loss and title to pass at shipment. Unless otherwise stated on the invoice, NPX will not pay freight on the order. In the event that NPX ONE agrees to pay freight, NPX shall designate the routing and means of transportation. Customer may direct alternate routing and means provided that Customer hereby agrees to pay any extra costs incurred as a result of such routing and means. In any event, NPX ONE reserves the right to charge Customer for any detention and/or off-loading charges incurred at the destination. Customer hereby agrees that NPX One shall not have any liability for late deliveries. Upon agreement of NPX ONE and Customer, NPX ONE may make partial shipments. Stated delivery dates are approximate only and cannot be guaranteed. NPX ONE shall use commercially reasonable efforts to deliver in accordance with the stated delivery dates. NPX ONE shall have no liability for damages arising out of the failure to keep a projected delivery date, irrespective of the length of the delay. In the event that Customer does not accept delivery of goods or equipment when tendered, NPX ONE may, at its sole discretion, arrange for storage of the goods or equipment at Customer's sole risk and Customer shall be liable to NPX ONE for (i) the reasonable cost of such storage and (ii) any additional shipping costs incurred by NPX ONE in connection with such storage. Nothing in this Section 2 shall be construed as a waiver of any rights which NPX ONE may have with respect to Customer's failure to accept delivery of goods or equipment, including, without limitation, the right to invoice Customer for the goods or equipment.

3. LEAD TIME AND INVENTORY. Standard lead time for all NPX ONE products is five (5) business days plus transit lead time. NPX ONE reserves the right to extend lead time up to fifteen (15) business days plus transit lead time for items that are categorized as make-to-order (MTO) if one or more of the following conditions are met: the items (1) are unique or nearly unique to the Customer, (2) have inconsistent or very large demand swings, (3) are ordered in patterns that negatively impact NPX ONE's ability to service its remaining customer base, or (4) are otherwise at risk of repeat orders. For MTO items, due to NPX ONE utilizing a full parent foam roll conversion constraint, NPX ONE shall have the right to apply a plus or minus ten percent ($\pm 10\%$) order quantity condition, meaning NPX ONE will consider an order complete if it is within 10% of the ordered quantity and will hold the Customer obligated to buy out overruns of inventory within 10% of the ordered quantity. If an item is deemed MTO, the Customer may maintain standard lead time and ordering conditions only if the Customer agrees to a full remaining inventory buyout up to the greater of (i) two (2) times the quantity of the previous order or (ii) the total quantity ordered during the sixty (60) day period preceding the previous order. NPX ONE Customer Service will notify the Customer of all lead time and order classifications and any subsequent changes thereof.

4. WARRANTIES.

PATENT: NPX ONE warrants that any goods sold and shipped in accordance with these Conditions of Sale, at the time of shipment, do not in themselves infringe upon any then-existing United States or Canadian patent. NPX ONE assumes no obligation for patent infringement resulting from the use of the goods in combination with other material or in the operation of any process. Should any claim of patent infringement be made against Customer in connection with such goods, Customer shall provide NPX ONE with prompt written notice of such claim, and Customer shall grant NPX ONE exclusive control of the claim, including, without limitation, the right to settle or litigate the claim. If, in the opinion of NPX ONE, the manufacture, sale or use of any good is in violation of this patent warranty, NPX ONE may discontinue delivery of such good.

FLSA: NPX ONE warrants that, during the production of any goods sold and delivered within the United States, NPX ONE has not violated Section 6.7 or 12 (as amended) of the United States Fair Labor Standards Act of 1938 (the "**FLSA**") or of any order of the Administrator issued under Section 14 of the FLSA.

GOODS: For a period of ninety (90) days beginning on the date of shipment (the "**Warranty Period**"), NPX ONE warrants that any goods sold and shipped in accordance with these Conditions

of Sale meet the product specifications¹ and are free from material manufacturing defects, on the condition that the Customer has not used or attempted to use the goods for an unintended purpose. THERE ARE NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY, EXCEPT THE EXPRESS WARRANTIES IN THIS SECTION 4, AND NONE SHALL BE IMPLIED BY LAW. ALL WARRANTIES, EXPRESS AND IMPLIED, ARE HEREBY EXCLUDED, IT BEING AGREED THAT THE GOODS OR EQUIPMENT ARE SOLD "AS IS".

With respect to any claim or damage arising out of or related to any goods, equipment or services in relation to these Conditions of Sale (whether such claim or damage is based in contract, tort, statute, law or otherwise), including, but not limited to, non-conformity or other defects of goods, delay, nonperformance, or any other claim of breach under or related to these Conditions of Sale or any portion thereof, Customer shall have the following exclusive remedy: the right to (a) repayment or, if not paid, credit of the purchase price (b) replacement of the goods or (c) repair of the goods, as elected by NPX ONE; provided, however, for any such claim, NPX ONE's maximum monetary liability shall be repayment or, if not paid, credit of the purchase price particular good, equipment, service or portion thereof for which the claim is based. NPX ONE's maximum liability for failure of equipment to meet written performance specifications, if any, shall be acceptance of the return of such equipment, provided that Customer returns such equipment prior to the expiration of the Warranty Period, and repayment or, if not paid, credit of the purchase or lease price. Customer hereby waives all other remedies provided by law or otherwise. NPX ONE shall in no event be liable for loss of profit, business contracts, revenue or anticipated savings; downtime; or special, incidental, indirect, consequential or penal damages.

5. ADVICE. Any technical or other advice furnished before or after delivery regarding the use of the goods is provided without representation or warranty. Customer acknowledges and agrees that any such advice shall be used at Customer's sole risk. Notwithstanding any technical advice given to Customer, Customer shall test the application of the products to determine the suitability of the product for Customer's intended use. Customer represents that any data supplied to NPX ONE by Customer, including inventory or demand levels, are accurate and complete and that NPX may rely on such data.

6. OVERAGES AND SHORTAGES. Overages and shortages of goods ordered shall be in accordance with NPX ONE's current practice. Claims for shortages must be noted at the time of delivery on all carrier documents. Customer's failure to notify NPX ONE of any visible damage or defect in writing within ten (10) days of receipt of goods or services, shall constitute a waiver of all such claims with respect to such goods or services, and the use of such goods or services shall be interpreted as a representation by Customer that NPX ONE has satisfactorily performed.

7. CREDIT AND PAYMENT. Credit is at all times subject to approval and review of the NPX ONE Credit Department. NPX ONE shall maintain a security interest in all goods provided until NPX ONE receives payment in full. All payments are due net 30 days from date of invoice or as stated on the invoice. To be timely, all payments must be actually received by NPX ONE within terms; for example, mailing or initiating ACH payments on the last day of the payment term is not timely. Payment that is not timely received will accrue late charges at the lower of (i) 1.5% per month (18% per year) or (ii) the maximum rate allowed by law. NPX ONE reserves the right to modify or withdraw credit terms at any time without notice; provided that Customer may terminate any order without penalty of any kind or character upon such modification or withdrawal. If payment is to be submitted via wire transfer, Customer shall obtain verbal confirmation of the wire instructions from NPX ONE. NPX ONE shall not be held liable for any losses incurred due to Customer's failure to obtain such verbal confirmation, whether or not such losses are due to the fraudulent actions of a third party. NPX ONE shall be entitled to recover all reasonable attorneys' fees and other costs incurred in the collection of overdue accounts. In the event of a default of any payment obligation by Customer, NPX ONE reserves the right to suspend delivery or performance of any order or any part thereof without liability and without prejudice to, and without limitation of, any other remedy available to NPX ONE until Customer cures the default or provides security for payment that is satisfactory to NPX ONE. In the event of such a suspension, NPX ONE shall have the option to extend the delivery date by, at the least, the number of days of the suspension.

8. RETURNS. Customer acknowledges and agrees that without NPX ONE's prior written consent, NPX ONE will not recognize claims for goods disposed of or returned nor pay any shipping costs associated with a return.

9. PRINTING, ETC. All printing, artwork and compositions shall be subject to the print procedures and requirements of NPX ONE.

10. PRICES. Unless otherwise agreed by NPX ONE, the goods identified on the order will be billed at the price in effect on the date of shipment.

11. TAXES. In the absence of proper evidence of exemption supplied by Customer to NPX ONE, Customer shall reimburse NPX ONE for all taxes, excises or other charges which NPX ONE may be required to pay to any government (national, state, provincial, or local), except income taxes, assessed upon the production, storage, sale, transportation and/or use of the goods identified on the invoices.

12. FORCE MAJEURE. No liability shall result from a breach of these Conditions of Sale caused by an event beyond the reasonable control of the party affected, including without limitation, acts of God, force majeure, labor trouble, inclement weather, shortage of or inability to obtain materials, equipment or transportation or significant increase in their price and/or orders of

¹ Consider adding which specifications (e.g., from website, manual, order confirmation, etc.) in case there are ever conflicting specifications

courts (such event a "**Force Majeure Event**"); provided that such Force Majeure Event shall not relieve any payment obligations of either party. If a Force Majeure Event occurs, either party may eliminate any quantities so affected, but these Conditions of Sale shall remain otherwise in effect. If NPX ONE's supply of goods to be sold is limited by any such Force Majeure Event, NPX ONE shall have the right to reduce or cancel its commitment under these Conditions of Sale in its entirety.

13. ENTIRE AGREEMENT. Unless specifically incorporated herein by reference, no written or oral understandings, representations or warranties regarding the subject matter of these Conditions of Sale shall be of any effect. No changes or additions to these Conditions of Sale are effective unless agreed to in a writing signed by NPX ONE. To the extent that Customer is a distributor of NPX ONE products, the terms of the Distributor Policy Statement are incorporated

herein by reference. The terms of any Purchase Order that conflict with these Conditions of Sale shall not apply and are rejected. These Conditions of Sale are not assignable or transferable without the prior written consent of NPX ONE.

14. GOVERNING LAW. All matters arising out of or relating to the sale of goods, equipment or services by NPX ONE or other subject matter of these Conditions of Sale are governed by and construed in accordance with the national and local laws applicable in the State of Pennsylvania, without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than those of the State of Pennsylvania, and specifically excluding the 1980 United Nations Convention on Contracts for the International Sale of Goods.

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