TERMS AND CONDITIONS – SALES

1. APPLICATION. "**Customer"** means a person/entity submitting a purchase order or otherwise ordering products ("**PO**") from GREENFIELD GLOBAL INC. ("**GGI**"), GREENFIELD GLOBAL QUEBEC INC. ("**GGQI**"), GREENFIELD GLOBAL USA INC. ("**GGUI**"), GREENFIELD GLOBAL LFS IRELAND LIMITED ("**GGIE**"), or GREENFIELD GLOBAL UK LIMITED ("**GGUK**"), as applicable (each referred to as "**Greenfield**" hereinafter). Unless Customer and Greenfield have an unexpired signed written agreement regarding the purchase of Products (defined below), Customer agrees to be bound by these terms and conditions ("**Terms**"). No terms and conditions included in any PO, request for proposal, letter, or other documentation of Customer shall amend, modify or supplement these Terms, and are rejected. Greenfield may amend or modify these Terms from time to time.

2. ORDERS, PRODUCTS, PRICES AND CHANGES. All POs are subject to acceptance by Greenfield in writing, and Greenfield may accept or reject a PO in its sole discretion. The products identified in a PO accepted by Greenfield are referred to herein as the "**Products**". Blanket (standing) POs may be accepted by Greenfield providing for future deliveries of Products pursuant to an agreed release schedule. Acceptance of a PO (blanket or otherwise) constitutes Customer's firm commitment to purchase the quantities specified therein. Once Greenfield accepts a PO in writing, Customer may not cancel, delay, reduce, or modify the PO unless expressly approved in writing by an authorized representative of Greenfield. All prices are in the currency of the jurisdiction from which they are shipped, unless otherwise indicated. Greenfield reserves the right to change the price for any of the Products from time to time on written notice to Customer for any reason, including but not limited to, any new or changed applicable law, regulation, Taxes (defined below), governmental action, and/or any increase in its costs to supply the Products to Customer. Upon receipt of a notice of a price increase, Customer has the right, within three (3) days of receipt of the notice, to cancel a PO or any portion thereof for Products affected by such price increase, provided such Products have not been shipped (or if the applicable Products or their raw materials are not manufactured by Greenfield, they have not already been ordered by Greenfield). Greenfield may discontinue or make changes to Products at any time, but shall provide Customer with notice if any Products subject to an accepted and unfulfilled PO are no longer available or if the specifications or quality of such Products are materially affected by the changes. In such event, Greenfield shall use reasonable efforts to substitute a Product acceptable to Customer, failing which either party may cancel all or any portion of the affected PO by giving written notice to the other party and neither party shall be liable to the other for any damages that may result from such cancellation.

3. INSPECTION. Customer shall have the right to inspect: (i) all bulk Products (such as those arriving in tanks, railcars, trucks, etc.) on delivery and prior to unloading; and (ii) all packaged Products (such as pails, totes, drums, etc.) within 10 business days from the date of delivery. During the applicable inspection period, Customer shall have the right to notify Greenfield that it wishes to reject Product(s) that do not meet the Product(s) Specifications. "**Specifications**" means Greenfield's specifications for the Product(s), unless otherwise agreed in writing. The Product rejection process shall be as follows: (i) if Customer proposes to reject Product, then it agrees to immediately notify Greenfield, identifying the date of the shipment by Greenfield, the PO number, the serial number, the batch number, and providing evidence that such Product does not meet the Specifications; (ii) the parties shall in good faith confer to discuss the Product that is alleged not to meet Specifications and a potential amicable resolution; (iii) if the parties cannot reach a resolution and Greenfield does not agree that such Product does not meet the Specifications, then a sample of such Product shall be submitted to an independent third party laboratory acceptable to both parties acting reasonably, whose determination shall be final and binding on the parties, and the cost of which shall be borne by the incorrect party; (iv) if Customer accepts and/or uses the Product, or if the independent laboratory determines that such Product met the Specifications, then Customer is deemed to accept such Product and shall make no further claims with respect to same; (v) if Greenfield agrees that such Product does not meet the Specifications, or if the independent laboratory determines that such Product did not meet the Specifications, then, as Customer's sole remedy, Greenfield agrees to refund or credit Customer for such Product, or replace such Product, as determined by Greenfield in its sole discretion, at Greenfield's cost. Customer may reject Product solely for failure to conform to the Specifications and only by delivering written notice of rejection within the applicable inspection period. Failure to deliver such notice within the applicable inspection period shall constitute Customer's irrevocable acceptance of the Product. Except for Product properly rejected in accordance with this Section, Customer shall not return any Product without Greenfield's prior written consent. Any and all returns, whether pursuant to this Section or otherwise approved by Greenfield, shall be made strictly in accordance with Greenfield's written instructions.

4. OBLIGATIONS AND RESTRICTIONS. Customer shall: (i) receive, use, handle, store, and dispose of Products only in accordance with applicable laws and regulations; (ii) conduct all safety testing of the Product and any products created using the Product; (iii) ensure that the Product, including the quantities and types of ingredients within the Product, may be manufactured, sold and/or used for Customer's intended purpose; (iv) ensure that any modifications to the Product, and any residual solvents or chemicals remaining in any products created using the Product, are safe for sale and use, including by retail customers (if being sold thereto); (v) ensure the adequacy and safety of all packaging, labelling and warnings, safety devices, and instructions contained in, on or with any products created using the Product; (vi) acquire and maintain all permits, consents, licenses and authorizations necessary for its purchase, receipt, storage, use, and/or resale of the Products; and (vii) ensure that any site to which it requests shipment of Product is appropriately zoned and authorized for the receipt, storage, handling, and use of the Product, is not a residential location, and is compliant with all applicable legal, regulatory, and safety requirements. Customer shall not: (i) use or sell any Product after its recommended re-test or shelf-life date; (ii) use or sell any Product as gasoline blendstocks; (iii) use or sell any Product as fireplace or lamp fuel (or any similar device); (iv) use or sell any Product for any non-commercial purpose; (v) supply Products to any person for retail sale or personal/household use; or (vi) market, distribute, sell, register, list, or label any Product as an active pharmaceutical ingredient. Customer acknowledges that Greenfield is not registered with

governmental authorities, including but not limited to the United States Food and Drug Administration (FDA), Health Canada, or European Medicines Agency, as a drug manufacturing facility. Greenfield's Products are not registered with governmental authorities, including but not limited to the FDA, as active pharmaceutical ingredients in drug manufacturing. Appropriate/legal use of all Products are the responsibility of the user and subject to applicable local laws and regulations.

5. PAYMENT. Customer shall pay Greenfield the prices invoiced plus all taxes, duties, tariffs, customs, or other governmental charges or any other impost of a similar nature ("**Taxes**"). Unless otherwise agreed in writing between Customer and Greenfield, all orders, including any associated Taxes, shall be prepaid. All payments shall be made by electronic funds transfer or by check. If Customer wishes to pay by credit card, it must have written approval from Greenfield, and Greenfield may pass through credit card fees/charges to Customer. Customer may not make any deductions or offsets from payments due to Greenfield unless Greenfield has provided its prior written consent, which may be withheld in Greenfield's sole discretion. If any invoiced amounts are not paid on the applicable due date, such amounts shall bear interest, after the due date until paid in full, at a rate that is the lesser of 1.5% per month calculated and payable monthly (18% per year) or the highest rate allowed by applicable law, with interest on overdue interest accruing at the same rate. In addition, Greenfield may, without waiving any other rights or remedies to which it may be entitled: (i) offset any unpaid amounts owing after the applicable due date against any payments owing from Greenfield to Customer; and/or (ii) refuse to ship ordered Products until all invoiced amounts are paid in full (with any interest). Customer agrees that it shall pay all of Greenfield's costs and expenses to collect any unpaid invoices and the enforcement of any judgment relating thereto, including without limitation, reasonable attorneys' fees and court costs.

6. LABELLING. If Greenfield is private labelling Products for Customer, Customer acknowledges that it has independently verified and confirmed that the labelling and packaging of the Products are fit for Customer's intended purpose and comply with applicable laws, regardless of whether or not Greenfield may have assisted in the creation or design thereof. In the event that Customer provides Greenfield with label content and/or design, Customer shall be solely responsible (notwithstanding any review or approval by Greenfield) for ensuring that same: (i) complies with all applicable laws; (ii) is accurate; (iii) contains all safety, use, and other applicable warnings and notifications required, recommended and/or appropriate to sell the Products to its end users, as may be applicable; and (iv) is properly affixed on the Products. In the event that Customer provides Greenfield with label stock, Customer shall not make any modifications thereto without Greenfield's prior written consent.

7. SHIPMENTS. Unless otherwise set out in an accepted PO, all Products are shipped EXW Greenfield's facility or warehouse (Incoterms 2020), shipping, handling and other expenses paid by the Customer. Products shall be labelled in accordance with laws of origin in the country from which they are shipped. Customer is responsible for Taxes or any other impost of a similar nature and levies applicable in the destination country of the Product. Greenfield shall use commercially reasonable efforts to meet the delivery dates in an accepted PO. Greenfield may ship any PO in part and invoice each shipment separately. Delay in delivery of a PO (or part thereof) shall not relieve Customer of its payment obligations for the PO (or remaining part thereof), and Greenfield shall not be liable for any damages caused by late deliveries.

8. RISK OF LOSS AND TITLE. Unless otherwise set out in an accepted PO, risk of loss of, or damage to, Products shall transfer to Customer at the time Greenfield has placed the Products at the disposal of Customer at Greenfield's warehouse or facility as applicable. In all cases, title to the Products shall transfer to Customer upon full payment of the purchase price.

9. LIMITED WARRANTIES. Subject to the Sections entitled LIMITATION OF LIABILITY, INFRINGEMENT CLAIMS, and UNLOADING AND STORAGE, Greenfield hereby warrants that Products: (i) shall meet the Specifications until the earlier of: (A) the retest or shelf life date set out in the certificate of analysis ("**COA**"); and (B) the moment such Product is transferred or pumped into another container, used, combined, blended or in any way otherwise altered; and (ii) do not infringe any third party's patent, copyright or trademark in the jurisdiction from which the Product is shipped. To the maximum extent permitted by law, all other warranties, conditions or representations not specifically included in these Terms, including without limitation those with respect to merchantability or fitness for any particular purpose, whether express, implied, statutory or arising from a course of dealing or usage of the trade, are expressly excluded.

10. UNLOADING AND STORAGE. It is Customer's responsibility to ensure that Products are unloaded at its site and stored safely in accordance with applicable law, and to monitor the storage conditions and any effects they may have on the Specifications.

11. WEIGHTS AND MEASUREMENTS. Greenfield ships and bills in standard weights and volumes of the jurisdiction from which the Products are shipped. When conversions from other systems are required, Greenfield rounds to the nearest whole shipping unit of the jurisdiction from which the Products are shipped.

12. LIMITATION OF LIABILITY. Regardless of the basis on which Customer is entitled to claim damages (including fundamental breach, negligence, misrepresentation, or other contract or tort claim) from Greenfield, Greenfield is liable to Customer for no more than the amount of Customer's actual direct damages, up to the purchase price of the Product in the PO that is the subject of the claim. This limitation of liability is cumulative and not per incident. Under no circumstances is Greenfield liable to Customer for any of the following, even if advised or informed of their possibility: (i) special, incidental, indirect, consequential or punitive damages; (ii) lost profits, business, revenue, goodwill, or anticipated savings; (iii) loss of, or damage to, any equipment; (iv) production losses, disruptions, or shutdowns; (v) Customer's negligence; (vi) misuse or modification of Product after delivery; or (vii) the combination of Product(s) with other product(s) or item(s). Nothing contained herein shall restrict or limit Customer's liability to Greenfield, and Customer shall contribute to any liability to the extent of the contributory and/or relative fault of Customer.

13. INFRINGEMENT CLAIMS. Subject to the Section entitled LIMITATION OF LIABILITY, if a third party claims that Products infringe a third party's patent, copyright or trade-mark in the jurisdiction from which the Product is shipped, Greenfield shall, at its expense, defend

Customer against that claim and pay all costs, damages and reasonable legal fees that a court finally awards or that are included in a settlement approved in writing by Greenfield. If such a claim is made or appears likely to be made, Greenfield may, in its sole discretion and at its own expense: (i) resolve the claim in a way that permits continued ownership and use of the affected Products; (ii) replace the Products with non-infringing products; (iii) modify Products so that they become non-infringing; or (iv) accept the return of the infringing Products and provide a refund of the purchase price of such Products. This Section is a conclusive statement of Greenfield's entire liability and responsibility regarding any claim of infringement and Customer's sole and exclusive remedy in connection therewith, and nothing in these Terms or elsewhere shall obligate Greenfield to provide any greater indemnity to Customer. Greenfield shall exclusively control the defense and settlement of any infringement claims it assumes on behalf of Customer. Greenfield shall not enter into any settlement that imposes any liability or obligation on Customer without Customer's prior written consent, which shall not be unreasonably withheld, conditioned or delayed. The parties shall cooperate in the settlement or defense and give each other full access to all relevant information. Greenfield is not obligated to indemnify or defend Customer with respect to the claim (or portions of the claim) if Customer fails to promptly notify Greenfield of the claim and fails to provide reasonable cooperation and information to defend or settle the claim if, but only to the extent that such failure prejudices Greenfield's ability to defend or settle the claim. Greenfield's assumption of the defense of the claim does not constitute an admission that it is required to indemnify Customer.

14. INDEMNITY. Customer indemnifies and holds harmless Greenfield and its parent, subsidiary, and affiliated companies, and their respective officers, directors, agents and employees, from and against any and all claims, damages, losses, and reasonable attorneys' fees arising from, or made by persons with respect to, any breach of the Terms by Customer, or any act, omission, negligence or more culpable conduct of Customer, its employees or other representatives.

15. INSURANCE. Customer maintains, and agrees to continue to maintain, such policies of insurance as are appropriate for Customer's business and the Products being purchased, in the amounts, and against the risks, as are customarily carried and insured against by owners of comparable businesses, properties and assets.

16. TERMINATION. If Customer (i) breaches these Terms, or (ii) becomes insolvent, commits an act of bankruptcy, enters into any arrangement or composition with its creditors, goes or is put into liquidation or has a receiver appointed over any part of its business assets, then, in addition to and without prejudice to any other rights or remedies to which it may be entitled at law or in equity, Greenfield may (i) terminate any unfulfilled PO, (ii) recover from Customer, at Customer's expense, any Products not paid for as of the date of termination together with any Products on which Greenfield may have a purchase money security interest, and/or (iii) refuse to accept or ship future orders.

17. FORCE MAJEURE. Neither party shall be liable to the other party for non-performance or delay in performance of any of its obligation under these Terms or a PO (other than Customer's payment obligations for Product) due to causes reasonably beyond its control including, but not limited to: acts of God, fire, flood, epidemic, pandemic, natural disasters, strikes, lock-out, labor trouble, shortage of power or transportation facilities, other industrial disturbances, lack of raw materials, supply chain disruptions or delays, unavoidable accidents, actions by governmental authorities and/or changes in law or regulations, war, riots, terrorism and insurrections. Upon the occurrence of a force majeure event, the affected party shall promptly notify the other party and provide as much detail as possible and shall promptly inform the other party of any further developments. Immediately after the cause is removed, the affected party shall perform its obligations with all due speed. Should any force majeure event continue for 60 days or more, either party may terminate the impacted PO upon written notice to the other party, without liability.

18. CONFIDENTIALITY**.** Unless otherwise set out in a non-disclosure agreement executed by the parties, Customer and its officers, directors, agents, employees, subcontractors or sub-suppliers (collectively its "**Representatives**") will keep confidential all confidential or sensitive information and trade secrets of Greenfield, including but not limited to these Terms, any PO and pricing, whether the information is communicated in written or oral form, and whether or not it is labelled as "Confidential" (the "**CI**"). Except as required by law, Customer and its Representatives will not disclose the CI to any person (other than its Representatives who have a need to know the CI to fulfill or comply with these Terms). Customer will not use the CI to: (i) compete with or obtain a competitive advantage over Greenfield, directly or indirectly, in any line of business in which Greenfield is engaged; (ii) for any commercial purposes other than to fulfill or comply with these Terms; or (iii) to develop any intellectual property. Customer agrees that all CI is and will remain solely the property of Greenfield and is presented on an "as-is" basis. Customer will ensure its Representatives comply with these obligations and be responsible for any breaches thereby. Without limiting the foregoing, Customer will secure the CI using efforts at least commensurate with those that it uses to protect its own confidential information and trade secrets (but using no less than a reasonable level of care). Customer shall not use Greenfield's name in any publicity, advertising, or media without Greenfield's prior written consent, given or withheld in Greenfield's sole discretion.

19. PRIVACY. The Customer shall ensure that any personal information that it obtains from Greenfield, or its representatives is collected, used, transferred, and/or stored only in accordance with applicable law. Greenfield may collect, use, transfer, and/or store personal information that it obtains from the Customer or its Representatives (including but not limited to names, email addresses, and phone numbers) in accordance with Greenfield's Privacy Policy available at www.greenfield.com/privacy, and Customer, for itself and (strictly to the extent consent is mandatorily required under applicable law) its Representatives, consents thereto.

20. INTELLECTUAL PROPERTY. Customer acknowledges that as between the parties, all intellectual property used on, embodied in, or related to Products belong to and shall be the exclusive property of Greenfield, and Customer shall not make use of any such intellectual property without the express written authorization of Greenfield.

21. ASSIGNMENT. Customer shall not assign these Terms in whole or in part without the prior written consent of Greenfield. Greenfield

may, by providing notice to Customer, assign these Terms to any person. Subject to the foregoing, these Terms shall enure to the benefit of and be binding upon the parties and their respective successors and assigns.

22. GOVERNING LAW. These Terms shall be governed by and construed in accordance with the laws of the following jurisdiction, which shall apply to any controversy or claim between the parties arising out of or relating to these Terms, without regard to conflict of law principles: for sales from GGI – Ontario, Canada; for sales from GGQI – Quebec, Canada; for sales from GGUI – Connecticut, USA; for sales from GGIE or GGUK – Republic of Ireland. Each party irrevocably submits to the exclusive jurisdiction of the courts of such jurisdiction with respect to any matter arising hereunder or in relation to these Terms or any PO and shall be the exclusive forum for all actions arising hereunder. The application of the United Nations Convention on Contracts for the International Sale of Goods is hereby expressly excluded. Any documents delivered or given under these Terms shall be in English (except for the Province of Quebec, where they may be in French).

23. ENTIRE AGREEMENT. These Terms constitute the entire agreement between Greenfield and Customer with respect to Products and supersede all prior agreements, arrangements, negotiations and discussions, whether oral or written, except for any non-disclosure agreement, which shall remain in force until it expires pursuant to its terms. Unless otherwise provided herein, no supplement, modification or waiver of these Terms shall be binding unless executed in writing by the parties. No waiver of any particular term, condition or breach of these Terms shall constitute a waiver thereof nor a waiver of a party's right at any time thereafter to require strict compliance with all of these Terms.

24. SURVIVAL. The parties' rights and obligations which, by their nature, would continue beyond the termination, cancellation, or expiration of these Terms, including but not limited to those rights and obligations of the parties set forth in the Sections entitled LIMITED WARRANTIES, LIMITATION OF LIABILITY, INDEMNITY, INFRINGEMENT CLAIMS, CONFIDENTIALITY and INTELLECTUAL PROPERTY shall survive such termination, cancellation or expiration.

25. SEVERABILITY. If any provision(s) contained in these Terms shall be declared invalid, illegal or unenforceable in any respect under any applicable law, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired, and in such case, the parties oblige themselves to reach the purpose of the invalid provision by a new, valid and legal provision.