

TERMS AND CONDITIONS OF SALE

1. Definitions

In these terms, the following words shall have the following meanings:

"Buyer"	means any person, firm or company to whom EBC Energy sells Product.
"Contract"	means any contract between EBC Energy and Buyer for the sale and purchase of product incorporating these conditions.
"EBC Energy"	means EBC Energy Inc. 444 Madison Avenue, Suite 1206 - New York, NY 10022
"Incoterms"	means the terms of trade for international sales of goods published by the International Chamber of Commerce applicable at the date of the formation of a contract of sale between EBC Energy and Buyer, as amended and updated from time to time.
"Product"	means goods sold to Buyer by EBC Energy together with the packaging.
"Specification"	means EBC Energy's specification for the Product agreed in writing between EBC Energy and Buyer or, in the absence of such agreement, EBC Energy's specification prevailing from time to time or, if there is none, the normal standards of industrial quality.

2. Application of Terms

2.1 The contract of sale (or any Product ordered pursuant to any contract of sale between EBC Energy and Buyer) shall be subject exclusively to these terms and conditions, which shall override any other terms proposed by the Buyer in purchase orders, confirmations, or other documents.

2.2 No modifications to these Terms and Conditions shall be valid unless expressly agreed in writing by both parties.

2.3 Buyer acknowledges that it has not relied on any statements, promises, or representations not set forth in the contract of sale. Nothing in this condition shall exclude or limit EBC Energy's liability for fraudulent misrepresentation.

3. Delivery

3.1 In accordance with any terms agreed between EBC Energy and Buyer delivery shall be made DAP or EXW (Incoterms).

3.2 Title to any Products and risk of loss of such Products shall pass to Buyer upon delivery by EBC Energy to carrier, unless agreed otherwise in writing or unless any of the applicable Incoterms provide otherwise. Any claims for losses or damage shall be made by Buyer directly to carrier.

3.3 Partial shipments are permitted, and each shall be treated as a separate contract. Where Product is the subject of more than one delivery each delivery shall be treated as a separate contract. Failure to make a delivery or any breach of contract by EBC Energy relating to a delivery shall not affect any remaining deliveries.

3.5 Delivery delays: without prejudice to the provisions of articles 8 and 9 of these Terms and Conditions, failure to deliver on time shall not constitute a breach of contract unless delivery is delayed by more than 30 days beyond the agreed timeframe, in which case Buyer may request cancellation and a full refund.

3.6 In the absence of shipping and packing instructions, EBC Energy shall use its own discretion in choice of carrier and method of packing. EBC Energy shall not be responsible for insuring shipments unless specifically requested by Buyer and any insurance so requested shall be at Buyer's sole expense, unless any of the applicable Incoterms provide otherwise. Any delivery date quoted to Buyer is only an estimate based on

present scheduling requirements. EBC Energy shall have the right to make partial deliveries and to be paid, *pro rata*, for the

Products so delivered notwithstanding the existence of a specific delivery schedule which is stated to be of the essence, nor of the fact that any partial delivery is made in advance of such schedule.

4. Security Interest; Costs of Collection

4.1 Any legal expenses or costs incurred by EBC Energy in connection with debt collection shall be fully payable by Buyer, including attorney fees and enforcement costs.

4.2 EBC Energy reserves the right to revoke credit terms and require prepayment if Buyer fails to make timely payments.

5. Price

5.1 All prices are exclusive of sales tax, government levies, and duties. Buyer is responsible for any applicable taxes unless a valid tax exemption certificate is provided.

5.2 Price adjustments: EBC Energy reserves the right to modify pricing with at least 10 business days' written notice before shipment. Buyer has the right to cancel the order if price changes are not accepted, by means of written communication to be sent to EBC Energy no later than two (2) days following EBC Energy's communication. In case of delayed communication, after the two-days term above or lack thereof, the new price shall be considered accepted by Buyer.

5.3 Special packaging, handling, and compliance costs (e.g., DOT regulations) will be charged to the Buyer when applicable.

5.4 EBC Energy expressly disclaims any representation or warranty concerning "most favoured customer" pricing that may appear in any of Buyer's documents in connection with the sale of any Products by EBC Energy to Buyer.

6. Payment

6.1 Buyer shall pay invoices issued by EBC Energy upon receipt of such invoices or within the date indicated therein, unless otherwise agreed in writing by EBC Energy. In the event of non-receipt of payment on or before delivery when required by EBC Energy, EBC Energy reserves the right (without prejudice to any other right or remedy) to suspend any deliveries due until such time as payment shall have been received.

. All payments shall be made in U.S. Dollars.

6.3 EBC Energy reserves the right to collect interest at a rate equal to the highest applicable lawful interest rate on invoiced amounts not paid upon receipt of the invoice by the Buyer or by the date indicated therein, with interest to accrue monthly until full payment is received. Buyer may not withhold payment or make any set-off on any account, but EBC Energy may set-off any sums received from Buyer against any debt Buyer owes to EBC Energy.

6.4 Accounts beyond agreed credit terms may be passed to a debt recovery agency and would therefore be subject to a surcharge of a minimum of 15% to cover the costs of recovery.

6.5 Disputed invoices: If Buyer disputes an invoice, they must notify EBC Energy within 10 days of receipt. Payment for non-disputed amounts remains due as per agreed terms.

7. Description, Quality and Purpose

7.1 EBC Energy warrants that Product will materially comply with the Specifications but makes no other representation of warranty, express or implied (including implied warranties of merchantability and fitness for a particular purpose) concerning any Product. All other guarantees, warranties, conditions and representations, either express or implied, whether arising under any statute, law, commercial usage or otherwise, are hereby excluded.

7.2 Any suggestion or representation concerning any possible use of Product made by EBC Energy in literature or in any response to specific enquiry is given in good faith, but it is entirely for Buyer (and Buyer's customers) to satisfy themselves fully as to the suitability of Product for any particular purpose. No warranty or representation relating to such possible use shall be implied (whether by statute or otherwise) and shall be excluded, so far as legally permissible.

7.3 Buyer must inspect all deliveries immediately upon receipt and notify EBC Energy of any defects within 3 days. Claims made after this period will be rejected.

7.4 Without prejudice to the provisions of articles 7.5 and 7.6 below, if the Product does not comply with Specifications, Buyer may return it, provided:

- a written request is submitted within 10 days of delivery,
- the Product is unused and in its original packaging,
- EBC Energy pre-approves the return in writing.

EBC Energy shall replace non-conforming Products or issue a refund not exceeding the invoice value, provided the application of the procedure of articles 7.5 and 7.6 below.

EBC Energy shall be responsible for shipping costs incurred by Buyer in connection with returning non-compliant Products to EBC Energy, provided the application of the procedure of articles 7.5 and 7.6 below.

7.5 If returned Products are claimed to be non-compliant, a complete description of the nature of the non-compliance must be included with the returned Products. No return of Products shall be accepted by EBC Energy for reasons other than non-compliance

without written authorization, which may be issued by EBC Energy in its sole discretion. All Products for return shall be returned freight prepaid in the manner specified by EBC Energy. If returned Products are claimed to be defective, a complete description of the nature of the defect must be included with the returned Products. Products not eligible for return shall be returned to Buyer, freight collect.

7.6 If, following notification by Buyer to EBC Energy in accordance with the provisions of clause 7.4, it is shown to EBC Energy's satisfaction that any delivery of Product materially fails to comply with the warranty given by EBC Energy in clause 7.1;

EBC Energy shall be given a reasonable opportunity to correct such failure. If EBC Energy does not or is unable to do so, EBC Energy will, at EBC Energy's sole option, either refund the price of the particular delivery (or, if Product has been used or put into a process, a reasonable part of that price), or replace the delivery in question (if reasonably practicable) within a reasonable time, free of charge. Replacement of Product shall be supplied subject to these terms. Any delivery which is alleged not to comply with the Specification shall as far as possible be preserved for inspection by EBC Energy.

7.7 EBC Energy shall have no liability for any loss arising out of Products which conform to Specifications provided or accepted by Buyer which are agreed upon in writing by EBC Energy; and no liability for any loss, whether the Products conform or not, to Specifications not agreed upon in the above manner. EBC Energy's remedies relating hereto shall be cumulative and in addition to any other remedies provided herein or by law or in equity.

8. Limitation of Liability.

8.1 EBC Energy will use all reasonable endeavors to supply the Product in accordance with the Contract terms. However, EBC Energy shall not be held liable for any shortfall or delay in delivery attributable to unforeseen unavailability of the Product or circumstances beyond its reasonable control, including but not limited to acts of God, governmental actions, war, fires, explosions, natural disasters, or labor disputes. If such events occur, EBC Energy shall make all reasonable efforts to resume performance as soon as practicable.

8.2 Notwithstanding any other provision to limit EBC Energy's liability:

8.2.1 EBC Energy shall not be liable for indirect, incidental, consequential, or punitive damages including, but not limited to, loss of profits, loss of business opportunities, or loss of goodwill. This limitation applies regardless of whether the damages arise from breach of Contract, tort, or any other legal theory, provided that nothing herein shall exclude or limit EBC Energy's liability for damages that may not be lawfully excluded or limited by applicable law.

8.2.2 The total aggregate liability of EBC Energy under these Terms and Conditions shall not exceed the total value of the Product supplied under these Terms and Conditions. EBC Energy's preferred remedy shall be to replace the defective Product or, if replacement is not feasible, refund the purchase price of the Product.

8.3 The Buyer agrees to indemnify and hold harmless EBC Energy from any claims, damages, or liabilities including legal costs that arise from the Buyer's misuse of the Product, breach of these Terms and Conditions, or from any activity undertaken by the Buyer in connection with the Product's use which is outside the scope of the intended use as specified by EBC Energy.

8.4 EBC Energy's compliance with this clause shall constitute the sole and exclusive remedy for any claims arising out of the performance, non-performance, delay in delivery, or other breach by EBC Energy regarding the supply of the Product. All other remedies are expressly excluded, except where such exclusions are prohibited by law.

8.5 EBC Energy commits to comply with all applicable local, state, and federal laws and regulations in the supply of the Product. This includes adherence to environmental, safety, and health regulations. EBC Energy shall conduct regular audits and provide compliance reports to the Buyer upon request.

8.6 EBC Energy strongly recommends that the Buyer maintain adequate insurance to cover the risks associated with the handling and use of chemical products. EBC Energy is willing to assist the Buyer in identifying appropriate insurance coverage as needed.

9. Force Majeure

9.1 EBC Energy shall not be liable for any failure to comply with its obligations to Buyer owing to any circumstances which EBC Energy cannot control by taking such action as can be reasonably expected or owing to storm, flood, lightning, fire, explosion or escape of toxic or corrosive matter.

9.2 EBC Energy may, without liability, where reasonable in all circumstances, suspend or terminate (in whole or in part) its obligations to Buyer if EBC Energy's ability to manufacture, supply or deliver Product or to acquire materials for the production of Product, in each case by EBC Energy's normal means, is impaired or if any government measure is taken or threatened which may prevent, hinder or delay the receipt by EBC Energy of the full price of any Product or which may result in EBC Energy bearing any expense or loss which EBC Energy would not otherwise have borne.

10. Termination and Suspension

10.1 EBC Energy may (without prejudice to any other remedies) immediately terminate or suspend forthwith EBC Energy's performance of the whole or any part of its obligations to Buyer, if:

10.1.1 Buyer is a corporation and has a receiver or administrator appointed or passes a resolution for winding up, liquidation, dissolution or suffers an order of court to that effect, or applies to a court for an interim order in connection with an assignment for the benefit of its creditors; or if Buyer is a partnership and the partnership is dissolved; or, if Buyer is an individual and a bankruptcy petition is filed by Buyer or if a bankruptcy petition is filed against Buyer, a filing of such a petition against it which is not dismissed within one hundred and twenty (120) days, its making a general assignment for the benefit of creditors, or seeking, consenting or acquiescing in the appointment of a trustee, receiver or liquidator for all or a substantial part of its property, the appointment of such a trustee, receiver or liquidator which is not vacated or stayed within one hundred and twenty (120) days, the sequestration by a court of competent jurisdiction of substantially all of its assets, it is adjudged bankrupt or insolvent, or has entered against him an order for relief, in any bankruptcy or insolvency proceeding, it files a petition or answer seeking for himself any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any statute, law or regulation, or files an answer or other pleading admitting or failing to contest the material allegations of a petition filed against him in any proceeding of this nature; or

10.1.2 Buyer becomes unable to pay debts as they fall due, or if an encumbrancer or creditor takes any steps to enforce a security given by Buyer; or if Buyer enters into any composition or arrangement with creditors;

10.1.3 Buyer fails to take delivery or pay for Product on the due date or is in material breach of any obligations to EBC Energy; or

10.1.4 EBC Energy has become aware of any criminal investigation or proceeding that has been initiated against Buyer or any of its directors, members of the managing body, managers, officials, member of the supervisory body, attorneys, despite the ground which the investigation or proceeding is based on.

10.1.5 EBC Energy has any reasonable ground for suspecting that any of the circumstances set out in sub-clauses

10.1.1 to 10.1.4 have occurred or may occur.

11. Health and Safety

11.1 EBC Energy may provide Buyer with health, safety and environmental information concerning Product.

11.2 Buyer shall ensure that all appropriate health, safety and environmental information is distributed to its employees, contractors and customers and is observed by those of its employees who require it for handling or use of Product.

12. Returnable Containers

Returnable Containers belonging to EBC Energy shall remain the property of EBC Energy. Buyer shall return them to EBC Energy as soon as possible, and no later than thirty (30) days from EBC Energy's written request at Buyer's cost (unless otherwise agreed), ensuring that they comply with all relevant national and international legal requirements pertaining to the labelling and carriage of dangerous substances (if applicable). Buyer shall ensure that Returnable Containers are securely closed and in a safe condition for transit in accordance with all such legal requirements and are safely, securely and correctly packed, despatched and carried to EBC Energy. Any Returnable Containers not returned or not returned in good condition within a reasonable period shall be paid for by Buyer at EBC Energy's standard rate.

13. Packaging

Prices stated are based on EBC Energy's standard packaging. EBC Energy reserves the right of packaging the Products in pallets, bulk or individual cartons. Packaging will be standard commercial package and acceptable to commercial carrier. Special customer packaging will be furnished only when specified and so stated herein, and the cost thereof shall be borne by Buyer.

14. General

14.1 These Terms and Conditions together with any terms agreed in writing by Buyer and EBC Energy's authorized representative supersede all prior representations or understandings made in good faith and contain the entire agreement between the parties in connection with Product. Buyer irrevocably waives any claims based on statements by EBC Energy that weren't knowingly misleading, any right to claim damages for any innocent misrepresentation or non-disclosure or for breach of any collateral obligation made by EBC Energy. Unless EBC Energy's authorized representative otherwise agrees in writing, these Terms and Conditions prevail over and exclude all other terms capable of being lawfully excluded, including but not limited to any terms contained in any documents issued by Buyer.

14.2 No contract between EBC Energy and Buyer shall be assigned by Buyer without EBC Energy's prior written consent.

14.3 Buyer shall be responsible for all storage, demurrage and other costs arising from Buyer's failure to comply with its obligations or refusal to accept Product complying with Specifications.

14.4 No failure by EBC Energy to enforce any of its rights shall be construed as a release of that right or of any other right nor shall such failure by EBC Energy sanction any failure by Buyer to comply with its obligations.

14.5 Notices shall be in writing and sent by letter or facsimile message addressed to a party at its given address. Any letter notice shall be deemed to have been received at that time at which the letter would have been delivered in the ordinary course of post, or at the time of delivery if the notice was delivered personally, or at the time of receipt if transmitted by legible facsimile message with confirmation of receipt.

14.6 If any provision to the Terms and Conditions is found by any court or tribunal to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable, it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the reviewing provisions of the Contract and the remainder of such provision shall continue in full force and effect.

15. Governing Law

These Terms and Conditions are subject to all present and future valid orders, rules and regulations of any federal, state or any other governmental body having or asserting jurisdiction. FURTHER, ANY CLAIMS RELATING TO OR ARISING OUT OF THESE TERMS AND CONDITIONS SHALL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO ANY CONFLICT OF LAW RULES OR PRINCIPLES THEREIN WHICH, IF APPLIED, MIGHT PERMIT OR REQUIRE THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION. All actions or proceedings arising directly or indirectly here from shall be litigated only in the courts of the State of NEW YORK or United States federal courts situated therein and the parties hereby consent to the jurisdiction and venue of such courts. BUYER AND EBC ENERGY AGREE TO WAIVE A TRIAL BY JURY. The Contract between EBC Energy and Buyer and these Terms and Conditions shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods (1980).

16. Export Controls & Trade Sanctions

16.1 The Buyer agrees to comply with all export controls and sanctions laws, specifically including, but not limited to, (a) the U.S. Export Administration Regulations (EAR); (b) the U.S. International Traffic in Arms Regulations (ITAR); (c) applicable U.S. sanctions and embargoes administered by the U.S. Department of Treasury; (d) U.S. anti-boycott laws; (e) all applicable export control rules, economic sanctions and other restrictive measures of the UK and of the European Union, as enforced by its Member States; and (f) all other applicable foreign export control and sanction laws and regulations.

16.2 Diversion of Product contrary to applicable law is prohibited. Authorization may be required to export, re-export or transfer Product to a third country, therefore, Buyer agrees to obtain all necessary licenses prior to such action. Buyer agrees not to export, re-export, transfer, or otherwise provide Product to the following jurisdictions without authorization from the U.S. Departments of Commerce or the Treasury, as required: Crimea, Cuba, Iran, N. Korea, Russian Federation, and Syria. Furthermore, Buyer agrees not to export, re-export, transfer, or otherwise provide Product to:

(i) any individual or entity listed on any applicable sanctions- or export-related restricted party list, including, without limitation, OFAC's Specially Designated Nationals and Blocked Persons List;

(ii) any individual or entity that is, in the aggregate, 50 percent or greater owned, directly or indirectly, or otherwise controlled by any individual or entity or individuals or entities described in clause (i); or (iii) any individual that is a national of, or any entity registered or located in, any of the jurisdictions listed above.

16.3 The Buyer shall notify EBC Energy immediately upon becoming aware of, or suspecting, any actual or potential breach of this clause. In such event, Buyer agrees that EBC Energy may in its sole discretion, terminate any and/or all of its obligations under these terms (regardless of whether Buyer has given notice as required by this section), and that EBC Energy shall not be subject to any liability as a result of, or in connection with any such termination.

16.4 Any obligations required under this clause shall be understood to be required to the extent legally permissible under applicable law.

17. Termination, Cancellation and Changes of the orders

Orders cannot be terminated, cancelled or modified, or shipment deferred after acceptance of Buyer's order by EBC Energy, except with EBC Energy's written consent and subject to reasonable charges for expenses incurred and work executed by EBC Energy or its suppliers.

Buyer shall be obligated to accept any portion of the Products shipped or delivered by EBC Energy pending EBC Energy's written approval of cancellation.

18. Anti-Bribery & Anti-Corruption

The Buyer shall ensure that all business is conducted free from any and all forms of corruption or bribery, including money laundering and fraud, and shall comply with all applicable anti-bribery and anti-corruption laws and regulations including without limitation the U.S Foreign Corrupt Practices Act 1977 and the UK Bribery Act 2010. The Buyer shall notify EBC Energy immediately upon becoming aware of, or suspecting, any actual or potential breach of this clause. In such event, the Buyer agrees that EBC Energy may, in its sole discretion, shall terminate any and/or all of its obligations under these Terms and Conditions (regardless of whether the Buyer has given notice as required by this clause) and that EBC Energy shall not be subject to any liability as a result of, or in connection with, any such termination.

19. Data Protection

The Buyer shall comply with all applicable privacy and data protection laws and regulations.

20. No Distribution

Unless and to the extent that it has a valid written agency or distribution agreement with EBC Energy, the Buyer acknowledges and agrees that it is not an authorised agent or distributor of EBC Energy and has no authority to, and shall not, advertise, market or otherwise promote EBC Energy or EBC Energy's Products or services without prior written approval from EBC Energy.

EBC Energy Inc.

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