



Yoke New Materials

Shekoy Chemicals US

Subsidiary of Jiangsu Yoke Technology Co. Ltd.

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Subject: Terms and Conditions of Sale

THE PARTIES AGREE AND ACKNOWLEDGE THAT THESE TERMS AND CONDITIONS OF SALE (THE "TERMS") EXCLUSIVELY GOVERN ALL QUOTATIONS, ORDERS AND SALES ENTERED INTO BY SHEKOY CHEMICALS US, INC. ("SELLER") AND **YOU THE BUYER, AS SET FORTH ON THE QUOTATION OR OFFER FROM SELLER** (THE, "BUYER") HEREUNDER. ACCEPTANCE OF BUYER'S ORDER AND SELLER'S AGREEMENT TO FURNISH GOODS ARE EXPRESSLY CONDITIONED ON BUYER'S ASSENT TO THESE PROVISIONS.

1. ENTIRE AGREEMENT. This document is intended to be the parties' final and exclusive statement of the terms governing the provision of the chemicals provided hereunder. Any additional or different Buyer term(s) or condition(s), including terms and conditions stated on Buyer's purchase or other order form or notice, shall be deemed a material alteration of, and be inapplicable to, any transaction hereunder unless specifically agreed to in writing by Seller.
2. PAYMENT. Payment is due in U.S. dollars as of the date of the invoice. Any tax, duty, fee or charge imposed currently or subsequently by any governmental or other taxing authority shall be paid by Buyer in addition to Seller's quoted or invoiced prices, except where Buyer timely provides Seller with a valid tax exemption certificate. If Buyer fails to pay any invoice when due, such invoice shall accrue interest at the rate of one and one half percent (1.5%) per month, or the highest amount permitted by law, whichever is greater.
3. SECURITY INTEREST. Buyer grants Seller a continuing first security interest and lien upon any products Seller ships to Buyer hereunder, and in the proceeds and products thereof, until Buyer makes full payment for the applicable product as required hereunder. All Seller's rights and remedies shall be cumulative.
4. DELIVERY; FORCE MAJEURE. Shipment of products hereunder is effective Ex Works Seller's factory, as of the first date available for shipment. Title to products passes to Buyer upon shipment. Seller reserves the right to make partial shipment or partial performance, for which Seller may separately invoice. Delay in shipment shall not relieve Buyer of its obligation to pay for products or to accept subsequent shipments. Seller shall not be liable for any costs, losses, damages, claims or liabilities due to non-performance caused by events beyond its reasonable control. If a force majeure event occurs, Seller may, at its sole option (1) extend the shipment date for a time equal to the period of the delay and/or (2) allocate its available supply among its customers when it is unable to supply its total demands and/or commitments. Seller is not obligated to procure products, services or other items from others to enable it to perform.

5. DISCLAIMER. SELLER HEREBY DISCLAIMS ALL WARRANTIES, WHETHER WRITTEN, ORAL, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND ALL OTHER SELLER OBLIGATIONS OR LIABILITIES IMPLIED BY LAW, EXCEPT WHERE SUCH DISCLAIMER IS PROHIBITED BY APPLICABLE LAW. BUYER HEREBY ACKNOWLEDGES AND AGREES THAT THE PRODUCTS CONTAIN CHEMICALS AND/OR OTHER HAZARDOUS COMPONENTS AND THAT BUYER'S USE, TRANSPORTATION, STORAGE AND TRANSFER OF THE PRODUCTS SHALL BE AT BUYER'S SOLE AND EXCLUSIVE RISK. ALL PRODUCTS PROVIDED HEREUNDER ARE PROVIDED "AS-IS."
6. BUYER REPRESENTATIONS AND WARRANTIES. Buyer represents and warrants that it will at all times use, store, handle and dispose of the products in accordance with any instructions provided by Seller, the terms set forth herein and all applicable laws and regulations. Buyer shall be liable and responsible for use of the products once delivered to Buyer.
7. LIMITATION OF LIABILITY. TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL SELLER BE LIABLE FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES, OR FOR ANY DIRECT DAMAGES OR OTHERWISE IN THE AMOUNT GREATER THAN THE ACTUAL PRICE PAID FOR THE APPLICABLE PRODUCT BY BUYER UNDER THESE TERMS.
8. CHANGES; CANCELLATION; RESCHEDULING. In addition to any price increase owed as a result of Buyer's changes, cancellations or rescheduling, if Buyer cancels all or part of an order under these Terms at any time prior to the scheduled shipment date, then Buyer agrees to pay Seller the entire order amount. Seller may need to reschedule deliveries however any cancellation fees will be calculated on the new delivery date(s) communicated by Seller.
9. NON-DISCLOSURE. Buyer agrees neither to use Seller's confidential information in any manner that would result in a disclosure, nor to disclose any Seller confidential information to any other person (except to its employees with a demonstrable need to know. All Seller confidential information shall be immediately returned to Seller upon request.
10. ASSIGNMENT. Buyer shall not assign or otherwise transfer any of its rights or obligations hereunder without the prior written consent of Seller.
11. NON-WAIVER. Failure by a party to take affirmative action with respect to any breach of these terms and conditions shall not be construed as a waiver of that breach or of future breaches. Any waiver made hereunder shall only be valid if set forth in a writing signed by the party waiving such right.
12. GOVERNING LAW; SURVIVAL OF TERMS. This transaction will be governed, construed and enforced in all respects by the laws of the State of Georgia without regard to conflict of laws considerations. The parties consent to the applicable state and/or federal courts located in the State of Georgia, as being the exclusive venue and jurisdiction of any litigation or other dispute resolution modality; except that Seller may take action in any jurisdiction to prevent disclosure of Seller confidential information, or enforce a judgment or other decision. If all or any part of these terms and conditions is determined to be unenforceable, the remaining provisions will remain enforceable.
13. LIMITATION OF ACTIONS. Buyer and Seller hereby agree that except where prohibited by law, any claim or cause arising under these Terms if not brought

within two (2) years of the event from which the claim or cause arises, shall be forever waived and time-barred.