LUXFER MEL TECHNOLOGIES, part of MEL CHEMICALS INC. (“Buyer”)

Terms and Conditions of Purchase (“Conditions”)

THESE CONDITIONS APPLY TO THE PURCHASE ORDER SUBMITTED BY THE BUYER (“ORDER”) AND FORM PART OF THE CONTRACT FOR THE PURCHASE OF MATERIALS AND/OR SERVICES (AS DEFINED BELOW) BETWEEN THE BUYER AND THE SUPPLIER NAMED IN THE ORDER (“SELLER”). ANY PROPOSAL OR DOCUMENT FROM SELLER THAT INCLUDES DIFFERENT OR ADDITIONAL TERMS THAT SEEK TO VARY ANY OF THE CONDITIONS ARE OBJECTED TO AND DISALLOWED.

1. BASIS OF CONTRACT. 1.1 The Order constitutes an offer by the Buyer to purchase materials and/or services in accordance with these Conditions. BUYER RESERVES THE RIGHT TO REVOKE THE ORDER, WITHOUT NOTICE, AT ANY TIME PRIOR TO ITS ACCEPTANCE. THE ORDER SHALL BE DEEMED AGREED TO AND ACCEPTED BY SELLER on the earlier of (a) written acknowledgement of the Order or (b) Seller doing any act consistent with fulfilling the Order, at which point the contract between the Buyer and Seller shall come into existence (“Contract”).

1.2 Seller shall comply with the terms of the Order, which terms include the following;

(a) these Terms and Conditions of Purchase;

(b) requirements stated or expressly incorporated therein by reference on the Order;

(c) descriptions, drawings, planning, quality requirements, instructions, and specifications provided or specified by Buyer in writing from time to time; and

(d) if the Order is issued in support of a “Government” procurement, the terms set forth in the Buyer’s U.S. Government Contracts Terms and Conditions, which are available at the following link: https://www.luxfermeltechnologies.com/wpcontent/uploads/2019/05/TC-Government-Contracts-May-2019.pdf and/or attached hereto.

1.3 Each purchase placed by Buyer is expressly and solely subject to the terms in the Order and these Conditions, which are expressly incorporated by reference to the Order. Each Order placed by Buyer is conditional upon Seller’s acceptance of such Conditions, and Seller is deemed to have agreed to be bound by such Conditions by accepting the Order and/or performing any act consistent with the fulfillment of the Order. No conflicting, additional, or different terms proposed by Seller shall apply to any Buyer purchase or Order.

2. WARRANTY. Seller warrants and represents that with respect to all materials, supplies and equipment set out in the Order (herein collectively referred to as "materials") delivered hereunder: (i) title shall be good, merchantable, rightful and the materials free of any security interest, lien or encumbrance; (ii) materials will be free from defects in material and workmanship, be of quality, size, description and dimension required by Buyer, and will meet the specifications set out in the Order; and (iii) the materials, the process by which they are made, the use for which they are designed by Seller and Buyer's use of the materials will not infringe any patent, trademark, copyright, or other rights of any third parties (“Intellectual Property Rights"). Seller further warrants and represents that with respect to all services set out in the Order (herein collectively referred to as “services”) furnished hereunder: (i) the services will be performed in a professional and workmanlike manner by qualified Seller representatives; (ii) the services will be performed in accordance with the highest standard in the industry and all applicable laws; and (iii) the performance of the services will not infringe any third party’s Intellectual Property Rights. These express warranties shall not be deemed waived by reason of either or both the receipt of the materials and services, and payment therefore by Buyer.

3. COMPLIANCE WITH LAWS; STANDARDS AND TESTING. 3.1 In performing its obligations under the Contract, Seller shall comply, and ensure that all of its subcontractors and suppliers comply, with all applicable state, federal and local laws, regulations, ordinances, and rules (“Laws”), as well as all applicable Seller corporate policies including, without limitation, its Data Protection Policy.

3.2 Without limitation to clause 3.1, Seller represents and warrants that:

(a) all materials furnished hereunder, and Seller's manufacturing thereof, comply with all Laws, and, if applicable, each chemical substance sold hereunder has

been reported to the US Environmental Protection Agency (EPA), as required by the Toxic Substances Control Act and regulations for inclusion in the inventory of chemical substances compiled by the Administrator of the EPA.

(b) it shall treat materials prior to shipment to Buyer in accordance with testing standards requested by Buyer, and shall furnish Buyer certifications in support thereof.

(c) it shall take appropriate measures to prevent the use, purchase, or sale of counterfeit or suspected unapproved goods (being any item misrepresented as having been designed and/or produced under an approved system or other acceptable method). Further, Seller shall have a process in place to (i) ensure the sourcing of safe, reliable goods, (ii) mitigate the risk of counterfeit goods from entering into its system, and (iii) notify the Buyer's quality department or other appropriate individual within Buyer's organization.

(d) if the materials comprise raw materials, the Seller shall: (i) notify the Buyer of changes in product and/or process definition and, where required, obtain organizational approval; (ii) allow rights of access for the Buyer, its customers, and regulatory authorities to relevant facilities and applicable records; (iii) flow down to sub-tier suppliers the applicable requirements in the purchasing documents, including key characteristics where required; and (iv) maintain records of quality related information pertaining to the Order for a minimum of 15 years.

3.3 In accordance with clause 3.1, Seller shall grant Buyer entry to its facilities to determine and verify Seller's compliance with Laws, Seller's processes, and the quality of material and the work intended for incorporation into the goods at all production stages.

3.4 **Without** limitation to clause 3.1, Seller acknowledges that that Orders from Buyer may be DPAS rated. Buyer and Seller agree that these Orders shall be identified by a priority rating consisting of either DX or DO. DPAS rated Orders take precedence over all unrated Orders, as necessary, to meet required delivery dates. DX rated Orders take precedence over DO rated Orders. Seller agrees to give priority to said Orders as set forth herein.

3.5 Seller shall ensure that at all times it has, and that it shall maintain, all the licences, permissions, authorizations, consents, and permits that it needs to carry out its obligations under the Contract.

3.6 If Seller becomes aware of any breach of this clause 3, it shall notify the Buyer immediately in writing.

4. INDEMNITY. Seller will defend, indemnify, and hold harmless Buyer, its affiliates, vendors, and their officers, directors, shareholders, employees, and agents from and against any and all loss, liability and expense by reason of (i) any actual or alleged violation of Laws, (ii) any actual or alleged infringement of Intellectual Property Rights, (iii) injury, death, or property damage resulting, in whole or in part, from any negligent act or omission on the part of the Seller or which may result from the installation, operation, or use of the materials or services furnished hereunder, (iv) a defect in the manufacture or design of the materials supplied hereunder, or (v) any breach or alleged breach by Seller of any representation, warranty, or other provision of these Conditions. Upon notification from Buyer, Seller shall promptly assume full responsibility for the defense of any suit or proceeding which may be brought against
Buyer or any of its subsidiaries, affiliated companies, agents, and vendors in connection with the indemnities set forth herein. Seller shall not, without the prior written consent of the Buyer, enter into any compromise or settlement that commits the Buyer to take, or to forbear to take, any action. Buyer reserves the right to control any such suit or proceeding. Seller shall further indemnify and hold Buyer, its subsidiaries, affiliated companies, agents, and vendors harmless from any and all expenses, losses, claims, royalties, profits, and damages, including court costs and attorneys' fees, resulting from the bringing of such suits or proceedings or the threat thereof and from any settlement, decree or judgment therein.

5. COVER; DELIVERY. **5.1** The dates of delivery and quantities specified herein are of the essence for the Order, and delivery must be effected within the specified time period or as otherwise agreed in writing by the parties. If deliveries are not made on time and in the quantities specified, Buyer reserves the right to cancel the Order and to purchase the materials and/or services elsewhere and hold Seller accountable therefore.

5.2 Seller shall cooperate with Buyer in respect to all customs formalities applicable to the import or export of the materials, shall be responsible for determining proper import or export classifications, and shall provide Buyer documentation to Buyer's satisfaction for such classifications.

6. PACKAGING. Buyer's purchase order number must be shown on all packing cases and invoices. All materials shall be packed for shipment according to Buyer's written instructions and, in any event, in a manner sufficient to ensure the materials are delivered in good and undamaged condition. Buyer shall not (unless otherwise agreed in writing) be required to return any packaging material. Any return

of such packaging material shall be at Seller's expense.

7. PRICES. Unless otherwise agreed to by the parties in writing, orders shall not be filled at prices higher than those prices set out in the Order. Unless otherwise agreed to by the parties in writing, prices include packaging, labelling, crating, taxes, and duties. Unless otherwise agreed to by the parties in writing, all prices include shipping, and delivery will be Cost, Insurance and Freight (CIF). (based on ICC 2010 standards)

8. INSPECTION AND REJECTION. Materials and services are subject to inspection, test, and acceptance by Buyer and the ultimate purchaser. Buyer shall have a reasonable number of days from the date of arrival to inspect the materials and review the services and notify Seller of any non-conformity to the Order (including quantity, quality, delivery dates, and any other specifications set out in the Order). Such inspection may not occur until final sale of the materials or services to Buyer's customers. Buyer reserves the right to reject any material or service, even after delivery and inspection at customer's site, which does not fulfil the specifications of the Order and to (i) return rejected materials to Seller at Seller's risk and expense for full credit at the Order price; (ii) to require Seller at Seller's expense to replace rejected materials, or reperform rejected services; or (iii) consider the Contract breached as to the rejected quantity or service and cancelled as to any unfulfilled portion of the Order. The remedies set out above are without prejudice to the Buyer's right to claim damages for any other costs, loss, or expenses incurred by the Buyer which are in any way attributable to the Seller's failure to carry out its obligations under the Contract, and Seller is not relieved of the responsibility imposed by this clause, either as to proper packaging, quantity of materials, quality of materials or services, or specifications, by reason of acceptance by Buyer.

9. CHOICE OF LAW. The Contract shall be construed, and the respective rights and duties of Buyer and Seller shall be determined, according to the laws of the State of New Jersey without giving effect to its principles of conflicts of laws. The UN Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.

10. PAYMENT AND INVOICING. Invoices and bills of lading showing full routing should be dated and mailed at the time of shipment and a separate invoice must be made for each destination showing point of shipment and how the goods were shipped. Invoices bearing transportation charges must be supported with attached original receipted transportation bills and, in the case of consolidated carload shipments, must show weight and rate. The discount period, if any, stated in the face of the purchase order shall be calculated from the date of receipt by Buyer of a proper invoice from Seller.

11. CONFIDENTIALITY. The parties anticipate that Seller will obtain and have access to confidential information ("Confidential Information") of Buyer as a consequence of this Contract. Seller agrees, on behalf of itself and its officer, employees, agents and all other persons acting on or for its behalf, (i) to keep all Confidential Information of Buyer confidential and not to disclose such Confidential Information, either directly or indirectly, to any third party, and (ii) not to use any such Confidential Information for any purpose other than for performance of the transaction contemplated by this Contract without the prior written consent of the nondisclosing party. Seller shall insure that all officers, employees, agents and other persons acting on or for its behalf, have agreed to be bound by these obligations of confidentiality, and shall cause such individuals to execute such further agreements of confidentiality as Buyer may require. These obligations shall not apply to any: (i) information that Seller knows about the other prior to the date of the Order except any information which is the subject of unexpired confidentiality obligations; (ii) information that is publicly known, or becomes publicly known, through no breach of a duty of confidentiality owed to Buyer; (iii) information that is rightfully obtained by Seller from any third party who owes no duty of confidentiality to Buyer; (iv) information that is independently developed by or for Seller without reference to or knowledge of Confidential Information made hereunder, or (v) is otherwise necessary to disclose in order to comply with applicable law, but only to the extent that any such disclosure is reasonably necessary and Seller has provided Buyer with sufficient advance notice of such disclosure to reasonably permit Buyer to contest the disclosure. Seller agrees to take all reasonably necessary steps, and to prepare and execute all necessary documents, to protect and prohibit the disclosure and use of Confidential Information of Buyer in contravention of this Contact, using at least the same care as it uses to maintain the confidentiality of its confidential information, and no less than reasonable care. In the event of a breach or threatened breach by Seller of its confidentiality obligations hereunder, Seller acknowledges that Buyer will suffer irreparable harm and, as such, in addition to any and all other rights which may be available, shall have the right of injunctive relief and other appropriate equitable remedies to restrain any such breach or threatened breach, without the obligation to post a bond. Upon request, Seller shall immediately return to Buyer the

originals and all copies of any Confidential Information of Buyer.

12. ASSIGNMENT. Seller may not assign the Contract or any of Seller's obligations hereunder without Buyer's written consent.

13. INSURANCE. Seller shall maintain at its own expense at all times while performing hereunder occurrence-based commercial general liability insurance and product-liability insurance with a reputable and financially responsible carrier(s) satisfactory to Buyer for coverage in amounts not less than USD 1 million per occurrence, USD 10 million in aggregate, respectively, professional liability insurance in amounts not less than USD 2 million per occurrence and USD 5 million in aggregate, respectively and all other insurance required by applicable law. Seller shall also maintain workers compensation and employers liability insurance as required by applicable state law. Seller shall furnish insurance certificates as directed by Buyer, satisfactory in form and substance to Buyer, showing the above coverages, and providing for at least 10 days prior written notice to Buyer by the insurance company of cancellation or material modification.

14. SELLER'S REPRESENTATIVES. If Seller's employees, subcontractors, consultants, or other representatives under Seller's control perform any services at Buyer's premises or at Buyer's direction at the premises of others, (i) such persons shall comply with all rules and regulations of such premises and (ii) Seller shall keep materials and the premises on which the work is performed free and clear of all liens for material and labor incident to the performance of Seller's services hereunder.

15. TERMINATION. **15.1** Buyer may terminate the Contract, in whole or in part at any time before delivery with immediate effect by giving the Seller written notice, whereupon the Seller shall discontinue all work on the Order. Buyer shall pay Seller fair and reasonable compensation for any work-in-progress at the time of termination, but such compensation shall not include loss of anticipated profits or any consequential loss.

15.2 Without limiting its other rights or remedies, the Buyer may terminate the Contract with immediate effect, and without any liability on Buyer's part by giving written notice to the Seller if: (a) the Seller commits a material breach of any term of the Contract and (if such breach is remediable) Seller fails to remedy that breach within 7 days of being notified in writing to do so; or (b) any proceeding, voluntary or involuntary, in bankruptcy or insolvency is brought by or against Seller, or a receiver or assignee is appointed for the benefit of creditors, with or without Seller's consent.,

16. BUYER'S PROPERTY. All tools, dies, patterns, designs, molds, drawings, specifications, and other data or papers, and the like furnished by Buyer to Seller in connection with this order by Buyer remains the property of Buyer. In the event materials furnished by Buyer to Seller include any intellectual property of Buyer, Seller is granted a non-exclusive, non-transferable, nonsublicenseable and non-assignable license required only for the production of materials under this Order, and shall use Buyer's intellectual property only for that purpose. Except for this license, no right, interest, ownership or privilege of use of Buyer's intellectual property shall inure to the benefit of Seller.

17. INTELLECTUAL PROPERTY. **17.1** Buyer retains ownership of all right, title and interest in and to any and all information and materials delivered by it to Seller ("**Buyer Materials**"). Buyer grants to Seller a limited, non-exclusive, non-transferable, royalty-free license, without the right to grants sublicenses, to use the Buyer Materials solely for purposes of performing its obligations under this Contract.

17.2 Seller agrees that any ideas, designs, inventions, discoveries, computer programs or code, improvements, written materials, or the like that Seller may conceive, make, invent, produce, develop, reduce to practice or suggest in the performance of this Contract (collectively, the "**Technology**"), shall be the absolute property of Buyer, and shall be promptly disclosed by Seller to Buyer. Seller further agrees that any work of authorship prepared by Seller in the performance of this Contract (each, a "**Work of Authorship**"), shall be a "work made for hire" and Buyer shall be the sole author of such Work of Authorship and the owner of all rights comprised in the copyright of such Work of Authorship. Seller hereby assigns to Buyer exclusively throughout the world all right, title and interest (choate or inchoate) in and to: (i) the Technology and all precursors, portions and works-in-progress with respect thereto; (ii) all information, know-how, and materials relating thereto or to the development, support or maintenance thereof, (iii) the Works of Authorship, to the extent not

deemed "works made for hire" by operation of law; and (iv) all copyrights, patent rights, trade secret rights, trademark rights and associated goodwill, mask works rights, suigeneris database rights, and all other intellectual and industrial property rights of any sort and all contract rights and causes of action (past, present and future), incorporated or embodied in, or related to, any of the foregoing. Seller shall itself, and shall cause its employees, agents, officers and others providing services hereunder to, execute such confirmatory intellectual property assignments in favor of Buyer as Buyer may require.

18. AMENDMENT AND MODIFICATION. No change to the Contract is binding upon Buyer unless it is in writing, specifically states that it amends the Contract, and is signed by an authorized representative of Buyer.

19. JURSDICTION; VENUE. Any dispute, controversy or claim arising out of or related in any way to the Contract, including but not limited to, the validity, scope, and enforceability of this Contract, which cannot be amicably resolved by the parties, shall be subject to the jurisdiction of the state and federal courts located in the State of New Jersey. Seller consents to the exclusive jurisdiction of such courts, and agrees to waive any objection to the venue of such courts. The prevailing party in any such proceeding shall be entitled to reimbursement from the other party of the out-of-pocket, costs, expenses and fees (including reasonable attorneys' fees) incurred in connection with such proceeding.

20. NOTICE. For the purpose of any notice required to be given by this contract or under any applicable provisions of the Commercial Code or pursuant to other pertinent law, notice to Buyer shall be sent to: LMT.USProcurement@Luxfer.com.

21. EXPORT CONTROL. Provided items and/or technical data herein may be subject to export control under the International Traffic in Arms Regulations (ITAR) or the Export Administration Regulations (EAR). Such data should not be disclosed, exported, or transferred in any manner to any foreign person or any foreign country without prior written approval of the Office of Defense Trade Controls, U.S. Department of State, the Bureau of Industry and Security, or the U.S. Department of Commerce. All suppliers of the Buyer shall be required to have a documented ITAR Compliance Program.

22. ETHICAL BEHAVIOR. In performing its obligations under the Contract, Seller shall conduct its business in an ethical manner and hold its workforce, employees, contractors, and agents accountable for ethical behavior. Seller shall ensure that its workforce, employees, contractors, and agents are aware of their contribution to product conformity and safety. Buyer reserves the right to request training documentation from Seller in order to verify that ethical behavior expectations are being communicated to Seller's workforce, employees, and agents.