

**GENERA
SALE OF COPRODUCT
TERMS AND CONDITIONS**

- 1. AGREEMENT.** Any quotation and any resulting sale of coproduct (“Product”) are expressly conditioned upon Buyer’s acceptance of the Terms and Conditions of Sale set forth herein and incorporated by reference (“Terms”). These Terms shall apply to all quotations, purchase orders, sales confirmations, and deliveries of Product by Vonore Fiber Product LLC, d/b/a Genera (“Genera”), and shall prevail over any conflicting, inconsistent, or additional terms proposed by Buyer in a purchase order or other communication. Any purchase order submitted in response to any quotation or any Sales Confirmation shall be deemed an unqualified acceptance of these Terms. Genera expressly objects to and rejects any additional or different terms proposed by Buyer unless expressly agreed to in writing by Genera. If a written agreement signed by both parties is in effect governing the sale of the Product, that agreement shall control to the extent of any conflict with these Terms. Fulfillment of Buyer's order does not constitute acceptance of any of Buyer's terms and conditions and does not serve to modify or amend these Terms.
- 2. DELIVERY.** Delivery of Product shall be FOB at Genera’s manufacturing facilities located in Vonore, Tennessee or as otherwise stated in the Sales Confirmation (“Delivery Location”). Genera shall not be liable for any delays, loss, or damage in transit. All shipments of Product are subject to Genera’s Shipping Policy, a copy of which is available upon request. Buyer agrees to be bound by the Shipping Policy in effect at the time of order confirmation. In the event of any conflict between these Terms and the Shipping Policy, these Terms shall prevail.
- 3. TITLE AND RISK OF LOSS.** Title to and the risk of loss of Product under this Agreement shall pass to Buyer upon delivery to Buyer at Delivery Location.
- 4. INSPECTION.** Inspection and Rejection of Nonconforming Product.

 - (a)** Buyer shall inspect the Product within five (5) days of receipt ("Inspection Period"). Buyer will be deemed to have accepted the Product unless it notifies Genera in writing of any Nonconforming Product during the Inspection Period and furnishes such written evidence or other documentation as required by Genera. "Nonconforming Product" means only the following: (i) Product shipped is different than identified in the Sales Confirmation; or (ii) Product's label or packaging incorrectly identifies its contents.
 - (b)** If Buyer timely notifies Genera of any Nonconforming Product, Genera shall, in its sole discretion, (i) replace such Nonconforming Product with conforming Product, or (ii) credit or refund the Price for such Nonconforming Product, together with any reasonable shipping and handling expenses incurred by Buyer in connection therewith. If Genera exercises its option to replace Nonconforming Product, Genera shall, after receiving Buyer's shipment of Nonconforming Product, deliver to Buyer the replaced Product to the Delivery Location.
- 5. PRICE AND PAYMENT.**

 - (a) Price.** Buyer shall purchase the Product from Genera at the prices set forth in the Sales Confirmation ("Price").
 - (b) Shipping Charges, Insurance and Taxes.** Prices do not include shipping, insurance, taxes, duties and other similar charges, unless otherwise stated in the Sales Confirmation
 - (c) Payment Terms.** Genera shall issue an invoice for Product delivered since the last invoice. Buyer shall pay all invoiced amounts due to Genera within thirty (30) days from the date of such invoice. Buyer shall make all payments in US dollars by ACH or wire transfer, unless otherwise stated in the Sales Confirmation.
 - (d) Late Payments.** Past due payments will be subject to an interest charge in the amount of one and one half percent (1.5%) per month or the maximum rate permitted by law, whichever is less. Buyer

agrees to pay all costs and expenses, including without limitation reasonable attorney's fees, incurred by Genera in collecting overdue amounts.

6. **INTELLECTUAL PROPERTY RIGHTS.** Buyer acknowledges and agrees that:
 - (a) Genera will retain all intellectual property rights used to create, embodied in, used in and otherwise relating to the Product and any of its component parts;
 - (b) any and all of Genera's intellectual property rights are the sole and exclusive property of Genera or its Affiliates, licensors, vendors or service providers;
 - (c) Buyer shall not acquire any ownership interest in any of Genera's intellectual property rights under this Agreement;
 - (d) Buyer shall use Genera's intellectual property rights solely for purposes of using the Product under this Agreement and only in accordance with this Agreement and the instructions of Genera.
7. **CONFIDENTIALITY.** All non-public, confidential or proprietary information of Genera, including but not limited to specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts, or rebates, disclosed by Genera to Buyer, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential" in connection with this Agreement is confidential, solely for the use of performing this Agreement and may not be disclosed or copied unless authorized in advance by Genera in writing. Upon Genera's request, Buyer shall promptly return all documents and other materials received from Genera. Genera shall be entitled to injunctive relief for any violation of this Section. This Section does not apply to information that is: (i) in the public domain; (ii) known to Buyer at the time of disclosure; or (iii) rightfully obtained by Buyer on a non-confidential basis from a third party.
8. **PRODUCT DESCRIPTION; NO REPRESENTATION AS TO END USE.** The Product is sold as an industrial coproduct for potential use in a variety of applications. Genera makes no representation or warranty regarding the suitability, approved, safety, performance, or regulatory status of the Product for any particular application or end use. Buyer is solely responsible for determining whether the Product is suitable and lawful for Buyer's intended uses and for complying with all applicable laws, regulations, and industry standards related to such uses.
9. **PRODUCT WARRANTIES**
 - (a) **Limited Warranty.** Genera warrants to Buyer that, for a period of ninety (90) days from the date of delivery of the Product to the Delivery Location (the "Warranty Period"), the Product will, at the time of delivery: (i) conform to the written specifications for pH, percent dry solids, and, if expressly stated in the applicable Sales Confirmation, viscosity (collectively, the "Specifications"); and (ii) be free from material defects in material and workmanship that cause the Product to fail to conform to the Specifications. The Specifications are limited exclusively to the parameters described herein. Genera does not warrant, and shall have no responsibility or liability for, any characteristics or attributes of the Product other than conformity to the Specifications.
 - (b) **Exclusions.** Genera shall not be liable for a breach of the limited warranty if: (i) Buyer fails to provide written notice of nonconformity within the time required under Section 4 (Inspection and Rejection of Nonconforming Product); (ii) the nonconformity results from Buyer's failure to follow Genera's instructions regarding storage, handling, or use; (iii) the Product have been altered, blended, mixed, combined, or otherwise modified after delivery; (iv) the Product have been subjected to misuse, neglect, accident, or improper storage or transport; or (v) the Product are used after any stated shelf-life period or "use by" date.
 - (c) **Remedies.** Subject to Section 8(b), if the Product fail to conform to the express limited warranty in Section 8(a), Genera shall, at its option and as Buyer's sole and exclusive remedy, either: (i) repair or replace the nonconforming Product; or (ii) refund or credit the Price paid for the nonconforming Product. As a condition to any remedy, Buyer shall, at Genera's request, return the Product in accordance with Genera's written instructions.

(d) Sole and Exclusive Warranties; Use at Buyer's Own Risk. THE REMEDIES SET FORTH IN THIS SECTION 8 ARE BUYER'S SOLE AND EXCLUSIVE REMEDIES, AND GENERA'S ENTIRE LIABILITY, FOR ANY BREACH OF THE LIMITED WARRANTY IN SECTION 8(a). EXCEPT FOR THAT EXPRESS WARRANTY, GENERA MAKES NO OTHER WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. BUYER ACKNOWLEDGES THAT GENERA DOES NOT DESIGN, TEST, OR SUPPLY THE PRODUCT AS FORMULATED ANIMAL FEED OR AS A COMPLETE FEED INGREDIENT. BUYER IS SOLELY RESPONSIBLE FOR DETERMINING THE SUITABILITY OF THE PRODUCT FOR BUYER'S INTENDED USES AND APPLICATIONS, INCLUDING USE IN ANIMAL FEED. ANY USE OF THE PRODUCT BY BUYER—INCLUDING INCORPORATION INTO ANIMAL FEED OR OTHER INGESTED PRODUCT—IS AT BUYER'S SOLE RISK, AND GENERA SHALL HAVE NO RESPONSIBILITY OR LIABILITY FOR THE SAFETY, PERFORMANCE, NUTRITIONAL VALUE, OR SUITABILITY OF SUCH USE.

10. USE IN ANIMAL FEED; COMPLIANCE WITH LAW; BUYER'S RESPONSIBILITIES AND INDEMNITY.

(a) **Use in Animal Feed at Buyer's Sole Risk.** The Product is supplied as co-product materials and are not formulated, certified, or labeled by Genera for use as animal feed or as a complete feed ingredient. Buyer assumes all risks associated with any use of the Product in animal feed or other ingested applications and acknowledges that Genera has not provided nutritional, safety, formulation, veterinary, or regulatory guidance.

(b) **Compliance With Law and Buyer Responsibilities.** Buyer is solely responsible, at its own cost and expense, for:

- (i) determining that the Product are suitable, lawful, and permissible for any intended use, including use in animal feed, in all jurisdictions where Buyer manufactures, distributes, or sells;
- (ii) complying with all applicable federal, state, and local laws, rules, and regulations, including but not limited to those administered by FDA, USDA, AAFCO, and state feed control officials;
- (iii) designing, formulating, manufacturing, labeling, marketing, distributing, and selling any feed or other product incorporating the Product; and
- (iv) implementing adequate safety, quality, hazard analysis, preventive controls, traceability, recall, and regulatory compliance programs.

(c) **No Regulatory or Safety Warranty.** Genera does not represent or warrant that the Product:

- (i) are approved or permitted for use in animal feed;
- (ii) are free of all contaminants or substances of concern; or
- (iii) are safe, effective, nutritious, or suitable for any animal species, life stage, or production system.

(d) **Buyer Indemnity.** Except to the limited extent finally determined to have resulted directly from Genera's failure to supply Product conforming to the limited warranty in Section 8(a), Buyer shall indemnify, defend, and hold harmless Genera and its Affiliates, and their directors, officers, employees, and agents, from and against any and all claims, demands, actions, suits, liabilities, damages, losses, penalties, fines, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to:

- (i) Buyer's use, handling, storage, processing, transportation, or disposal of the Product;
- (ii) any animal feed or other product manufactured, formulated, labeled, marketed, distributed, or sold by Buyer that incorporates the Product; or

(iii) Buyer's failure to comply with applicable laws or regulations.

11. LIMITATION OF LIABILITY.

(a) No Liability for Consequential or Indirect Damages. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL GENERA BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING LOSS OF PROFITS, LOSS OF GOODWILL, LOSS OF USE, BUSINESS INTERRUPTION, OR SUBSTITUTE GOODS OR SERVICES, REGARDLESS OF THE THEORY OF LIABILITY AND EVEN IF GENERA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(b) Maximum Liability. EXCEPT FOR BUYER'S PAYMENT OBLIGATIONS, BUYER'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 9, AND LIABILITY FOR A PARTY'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS, GENERA'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO ANY CLAIM, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, SHALL NOT EXCEED THE PURCHASE PRICE ACTUALLY PAID BY BUYER FOR THE SPECIFIC SHIPMENT OR BATCH OF PRODUCT THAT IS THE SUBJECT OF THE CLAIM.

(c) Aggregate Cap Across All Claims. IN NO EVENT SHALL GENERA'S TOTAL AGGREGATE LIABILITY TO BUYER UNDER THIS AGREEMENT EXCEED THE TOTAL AMOUNT PAID BY BUYER TO GENERA FOR THE PRODUCT PURCHASED UNDER THE PARTICULAR SALES CONFIRMATION GIVING RISE TO THE CLAIM(S), REGARDLESS OF THE NUMBER OF CLAIMS ASSERTED.

12. FORCE MAJEURE. Genera shall not be liable or responsible to Buyer, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond Genera's reasonable control, including, without limitation: (a) acts of God; (b) flood, fire, earthquake or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) law; (e) actions, embargoes or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; (g) national or regional emergency; (h) pandemics or epidemics, excluding COVID as it exists as of the date of this Agreement; (i) strikes, labor stoppages or slowdowns or other industrial disturbances; (j) plant equipment breakdowns or failures; (k) plant shut-down; or (l) telecommunication breakdowns, power outages or shortages, or inability or delay in obtaining supplies of adequate or suitable materials (each a "Force Majeure Event").

13. NOTICES. All notices, requests, claims, demands and other communications required to be made hereunder shall be in writing (unless otherwise provided) and shall be served personally or by reputable next business day express courier service or by confirmed electronic mail transmission addressed to the relevant party. Notice to Genera shall be to sales@generainc.com, 167 Tellico Port Road, Vonore, TN 37885. Notice to Buyer shall be at the address stated in the Sales Confirmation.

14. AMENDMENT AND MODIFICATION. No amendment to or modification of this Agreement is effective unless it is in writing and signed by each party's representative with authority to bind such party.

15. GOVERNING LAW. This Agreement shall be construed in accordance with the laws of the State of Tennessee, excluding its conflict of law provisions. The parties hereby expressly consent to the personal jurisdiction and forum of the state and federal courts located in Knox County, Tennessee for any lawsuit arising from or relating to this Agreement.