

# GLC MINERALS, LLC (“GLC”)

## Terms and Conditions of Sale

1. **GENERAL** – These Terms and Conditions of Sale (the “**Terms**”) shall apply to and govern all processed calcium carbonate, processed calcium magnesium carbonate and other products (collectively, the “**Products**”) sold by GLC to you (“**Customer**”) under the accepted order, quote or proposal, which, together with these Terms, shall constitute the entire agreement between GLC and Customer (collectively, the “**Contract**”). The sale of the Products is expressly conditioned upon Customer’s acceptance of these Terms, which acceptance may be express or implied. Customer’s full or partial payment or receipt and acceptance of the Products shall constitute acceptance of these Terms. GLC EXPRESSLY OBJECTS TO, AND IS NOT BOUND BY, ANY TERMS OR CONDITIONS ON CUSTOMER’S ORDER, CONFIRMATION FORMS OR OTHER DOCUMENTS, WHICH ATTEMPT TO IMPOSE UPON GLC TERMS AND CONDITIONS WHICH DIFFER FROM GLC’S TERMS SET FORTH IN THESE TERMS; AND GLC’S PERFORMANCE OR FAILURE TO OBJECT TO PROVISIONS CONTAINED IN ANY CUSTOMER COMMUNICATION SHALL NOT BE DEEMED TO WAIVE ANY PROVISION HEREIN, OR CONSTITUTE ASSENT TO ANY SUCH ADDITIONAL, DIFFERENT AND/OR INCONSISTENT TERMS. These Terms apply in lieu of any course of dealing between the parties or usage of trade in the industry.

2. **PAYMENT** – Customer agrees to pay GLC all amounts specified in the Contract within thirty (30) days of GLC’s invoice date. All prices are exclusive of all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any governmental authority on any amounts payable by Customer. Customer shall be responsible for all such charges, costs and taxes (other than taxes on GLC’s income). All prices are subject to GLC’s certified scale, as applicable. All payments by Customer shall be in U.S. Dollars, without prior demand and without deduction or set off. Outstanding balances not paid when due are subject to late charges accruing from the invoice date at the lesser of the rate of 1.5% per month or the highest rate permissible under applicable law, calculated daily and compounded monthly. GLC’s receipt of any payment less than the full amount due shall not waive any rights of GLC. GLC may set off any amount due from Customer, whether or not under this Contract, against any amount due Customer hereunder. All costs and expenses, including but not limited to collection fees and reasonable attorney’s fees for the collection of any overdue amount due GLC, shall be paid by Customer.

3. **DELIVERY** – The Products will be delivered within a reasonable time after acceptance of the order, quote or proposal, subject to availability. GLC shall not be liable for any delays, loss or damage in transit. GLC shall deliver the Products to Customer using GLC’s standard methods for packaging and shipping such Products. Customer shall provide equipment and labor reasonable suited for receipt of the Products. GLC shall not be liable for any non-delivery of Products (even if caused by GLC’s negligence) unless Customer gives written notice to GLC of the non-delivery within five (5) days of the date when the Products would in the ordinary course of events have been received. GLC shall make delivery in accordance with the accepted order, quote or proposal. Unless otherwise set forth in the accepted order, quote or proposal, Customer shall pay all delivery costs.

4. **INSPECTION AND REJECTION OF NONCONFORMING GOODS** – Customer shall inspect the Products within five (5) days of receipt (the “**Inspection Period**”). Customer will be deemed to have accepted the Products unless it notifies GLC in writing of any Nonconforming Goods (as defined below) during the Inspection Period and furnishes such written evidence or other documentation reasonably required by GLC. “**Nonconforming Goods**” means only the following: (i) the Product shipped is different than identified in the Contract; or (ii) the Product’s label or packaging incorrectly identifies its contents. If Customer timely notifies GLC of any Nonconforming Goods, GLC shall, in its sole discretion: (A) replace the Nonconforming Goods with conforming Products; or (B) credit or refund the price of such Products, together with any reasonable shipping and handling expenses incurred by Customer in connection therewith. Customer acknowledges that the remedies set forth in this Section are Customer’s exclusive remedies for the delivery of Nonconforming Goods.

5. **INSURANCE; LOSS AND DAMAGE; USE** – Customer, at its expense, shall provide and maintain throughout its ownership of the Products: (i) insurance for the Products against loss, theft, and damage in an amount equal to the replacement value of the Products; and (ii) commercial general liability insurance in an amount no less than \$1,000,000.00 per occurrence. Upon delivery, Customer shall bear the entire risk of loss, theft, damage or destruction of the Products from any cause whatsoever, and no loss, theft, damage or destruction of the Products shall relieve Customer of any obligations hereunder. Customer shall at all times use the Products in a careful and proper manner, and shall comply with all applicable laws, ordinances and regulations in any manner relating to the possession, use or operation thereof.

6. **TITLE** – Title to the Products shall transfer to Customer upon receipt of the Products by Customer.

7. **CONFIDENTIAL INFORMATION** – All non-public, confidential, or proprietary information of GLC (including without limitation specifications, samples, business operations, customer lists, pricing, discounts or rebates) disclosed to Customer, whether orally or in written, electronic, or other form or media, and whether or not marked, designated, or otherwise identified as “confidential”, is confidential, solely for the use of performing this Contract, and may not be disclosed or copied unless authorized by GLC. GLC shall be entitled to seek injunctive relief for any violation of this Section. Customer’s obligations pursuant to this Section shall not apply to information that Customer demonstrates is: (i) in the public domain; (ii) already known to Customer at the time of disclosure; or (iii) rightfully obtained by Customer on a non-confidential basis from a third party having the right to disclose.

8. **LIMITED WARRANTY** – GLC represents and warrants to Customer that upon delivery, the Products will materially conform to its specifications then in effect. THE WARRANTIES AND REMEDIES SET FORTH IN THIS SECTION ARE EXCLUSIVE, AND IN LIEU OF ALL OTHER WARRANTIES AND REMEDIES WHATSOEVER, INCLUDING BUT NOT LIMITED TO WARRANTIES PURSUANT TO THE UNIFORM COMMERCIAL CODE, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF THIRD-PARTY RIGHTS AND WARRANTIES AGAINST LATENT DEFECTS, WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE. GLC

MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING COMPLIANCE WITH ANY FEDERAL, STATE OR LOCAL LAW. GLC shall not be liable for a breach of this limited warranty unless: (i) Customer gives written notice of the defect, reasonably described, within five (5) days of delivery; (ii) GLC is given a reasonable opportunity after receiving the notice to examine the Products and Customer (if requested to do so by GLC) returns such Products to GLC’s place of business, at GLC’s cost; and (iii) GLC reasonably verifies Customer’s claim that the Products are defective. GLC shall not be liable for a breach of this limited warranty if the defect arises because: (A) Customer failed to follow GLC’s instructions as to the possession or use of the Products, or because Customer otherwise breached the Contract; or (B) the power supplied to the Products exceeds its operating parameters. Subject to the terms and conditions of this Section, GLC’s sole obligation for Products which do not comply with this limited warranty shall be, at GLC’s sole discretion, to: (I) repair or replace the Products (or the defective portion thereof); or (II) credit or refund the price of such Products provided that, if GLC so requests, Customer shall, at GLC’s expense, return such Products to GLC.

9. **LIMITATION OF LIABILITY** – IN NO EVENT SHALL GLC BE LIABLE TO CUSTOMER OR ANYONE CLAIMING THROUGH OR UNDER CUSTOMER FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES OF ANY NATURE, WHETHER ARISING IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), OR STRICT LIABILITY, INCLUDING, WITHOUT LIMITATION, DELAY, LOST REVENUE, LOST PROFITS OR LOSS OF GOODWILL, EVEN IF GLC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CUSTOMER’S AGGREGATE RECOVERY FROM GLC FOR ANY CLAIM SHALL NOT EXCEED THE FEES PAID BY CUSTOMER FOR THE PRODUCTS GIVING RISE TO SUCH CLAIM IRRESPECTIVE OF THE NATURE OF THE CLAIM, WHETHER IN CONTRACT, TORT, WARRANTY OR OTHERWISE. IF FOR ANY REASON, THE FOREGOING LIMITATIONS ARE FOUND BY A COURT OR ARBITRATION PANEL TO BE INVALID OR INAPPLICABLE UNDER ANY APPLICABLE STATE OR FEDERAL LAW, CUSTOMER AGREES THAT GLC’S TOTAL LIABILITY FOR ALL LOSSES (AS DEFINED BELOW) OF ANY KIND OR NATURE SHALL BE LIMITED TO ACTUAL DAMAGES WITHOUT REGARD TO ANY PUNITIVE OR EXEMPLARY DAMAGES PROVIDED BY ANY APPLICABLE LAW.

10. **INDEMNIFICATION** - To the maximum extent allowed by law, Customer shall defend and indemnify GLC and its officers, directors, employees, agents, representatives, successors and assigns from and against any claim, loss, liability, damage, deficiency, suit, action, demand, judgment, penalty, fine, cost or expense (including, but not limited to, attorney’s fees) that GLC may incur or be obligated to pay as a result of: (i) Customer’s negligence or intentional misconduct; and/or (ii) Customer’s breach of any term, covenant, representation or warranty contained in this Contract. GLC’s remedies under these Terms are cumulative and in addition to any other remedies available at law, in equity, by contract or otherwise. No purported limitation on GLC’s remedies contained in any other Customer form or document shall operate to reduce this indemnification obligation.

11. **DEFAULT** – Each of the following shall constitute a “**Default**” hereunder: (i) failure by Customer to pay any amounts under the Contract when the same is due and payable; (ii) failure by Customer to perform any other provision hereunder within ten (10) days after written notice thereof from GLC; and (iii) the adjudication of Customer as bankrupt, the insolvency of Customer, an assignment by Customer for the benefit of creditors or the appointment of a receiver for any of Customer’s property. Upon Default, GLC shall have the right to exercise any one or more of the following remedies, in addition to all other rights and remedies available to GLC at law or in equity: (A) sue for and recover all amounts then due or thereafter accruing hereunder; and (B) terminate the Contract. Any provision that, in order to give proper effect to its intent, should survive expiration or earlier termination, shall survive expiration or earlier termination.

12. **FORCE MAJEURE** - GLC shall not be liable to Customer or third parties for any delay in, or failure of, performance caused by acts or circumstances beyond its direct control, including but not limited to acts of God, fire, flood, explosion, war, governmental action, terrorist threats or acts, civil unrest, major Products failure, accident, labor disputes, strikes, non-performance by a third party, shortage or inability to obtain materials, equipment, power or transportation.

13. **MISCELLANEOUS** – All notices shall be in writing and shall be deemed sufficiently given and received in all respects when hand delivered, when sent by facsimile or email, when sent by a reputable overnight courier service, or three (3) days after being deposited in the United States mail, return receipt requested, addressed to GLC or Customer, as the case may be, at the address set forth in the Contract (or to such other address as may be designated in a writing by notice duly given or, in the case of GLC, to PO Box 2236, Green Bay, WI 54306-2236). Customer may not assign any of its rights, duties or obligations under the Contract without GLC’s prior written consent. Any attempted assignment without such consent, even if by operation of law, shall be void. GLC may subcontract the performance of any of its obligations under the Contract to any third party, and may assign the Contract to any third party. All transactions between GLC and Customer shall be governed by and construed in accordance with the laws of the State of Wisconsin, without regard to any conflicts of law principles. Any action or proceeding involving any dispute relating to or arising from the Contract shall be commenced exclusively in the federal or state courts located within Brown County, Wisconsin, and Customer consents to the exclusive jurisdiction of such courts and waives any objection to such jurisdiction. The failure of GLC, at any time, to assert any right or require performance of any obligation contained in this Contract will not affect GLC’s right to assert such right or to require such performance at any time thereafter; nor shall the waiver be construed in any way as a waiver of any future breach of the provision so waived or waiver of the provision itself. The Contract confers no rights on third parties. In the event that any provision of this Contract is found invalid or unenforceable, whether in whole or in part, for any reason, such provision shall be changed and interpreted so as to best accomplish the objectives of such provisions within the limits of applicable law. The Contract may only be amended by a written agreement executed by GLC and Customer. Notwithstanding the foregoing, these standard Terms may be updated and/or modified by GLC on its website from time-to-time, and Customer shall be bound by such updated and/or modified Terms then in effect.