GENERAL TERMS AND CONDITIONS OF SALE

Chemical Products

These Terms and Conditions of Sale ("Terms") apply to all sales of chemical products ("Product") by KYZEN Corporation, ("KYZEN"). All purchases of Product by KYZEN's customers ("Customer") are expressly limited to and conditioned upon acceptance of these Terms, regardless of how purchases are made or documented. No variation from these Terms shall be binding upon KYZEN unless expressly agreed to in writing by an authorized representative of KYZEN. Any additional or conflicting terms and conditions contained in, attached to or referenced by any of Customer's purchase related documentation (collectively, "Purchase Order"), or other prior or later communication from Customer to KYZEN, shall have no effect on the purchase of any such Product by Customer from KYZEN and are expressly rejected by KYZEN. KYZEN will not be bound by any variations from or additions to these Terms contained in any Purchase Order or other document submitted by Customer. Customer acknowledges having read and agreeing to these Terms. Customer's commencement of performance (including ordering, purchasing or taking delivery of Product) shall, in all cases, constitute Customer's unqualified and unconditional acceptance of these Terms. KYZEN reserves the right to decline fulfilling orders at its discretion. All prices are subject to change without notice. Customer is responsible for all sales or use taxes, excise taxes, duties, and any other taxes, fees or charges of any nature applicable to Customer's purchase of Product.

PRODUCT ORDERS

KYZEN accepts orders by telephone at 800-845-5524, Monday-Friday 8:00 AM – 5:00 PM CST, or by submitting orders to orders@kyzen.com. Subject to inventory availability, a $50.00 order minimum, and availability of Customer's designated carrier, KYZEN offers same-day priority shipping for an additional 5% fee on eligible orders submitted via telephone by 3:00 PM CST. By placing an order, Customer acknowledges, represents and warrants that Product is being sold to a professional for commercial precision or industrial cleaning purposes and will be used in the ordinary course of business by technically qualified individuals. Customer is responsible for ensuring that all Safety Data Sheets and Technical Data Sheets for Product correspond to Customer's needs. All orders for Product are subject to inventory availability. KYZEN reserves the right to limit the quantity of any item sold, reject an order for any reason, or prohibit a sale altogether. Once an order is submitted, it may not be changed or cancelled by Customer unless such change or cancellation is expressly agreed to in writing by an authorized representative of KYZEN and may be subject to additional charges. If KYZEN is unable, for any reason, to fill Customer's entire order for Product, KYZEN may allocate its supply among any or all buyers on such basis as KYZEN deems convenient and practical, without liability for any failure of performance resulting from such determination.

PAYMENT TERMS AND BILLING

Payments are due Net 30 days from date of invoice (or as otherwise specified on the invoice) on open accounts pre-approved by KYZEN. In addition to open accounts, KYZEN accepts checks, most major credit cards, wire transfer, and Automated Clearing House (ACH) transactions. Payment by credit card must be made in full at time of sale. If Customer fails to make full payment on an open account within thirty (30) days from date of invoice (or earlier date if specified on the invoice), KYZEN may hold any further shipments or other orders, cancel any portion of any unshipped order and/or require prepayment in full on all future shipments. Customer shall pay interest at the rate of 18% per annum (1.5% monthly), or at the maximum rate allowed under applicable law for sales of commercial goods, whichever is less, on all unpaid balances beginning on the day after the payment due date.

KYZEN designates certain payment processes through which Customers may provide payment information ("Authorized Payment Process"). Customers that do not use an Authorized Payment Process, provide such information at Customer's own risk and KYZEN expressly disclaims all responsibility regarding the collection, use and protection of information that is not submitted through an Authorized Payment Process. In the event Customer fails to make payment when due or perform any other required obligation; or Customer files a petition in bankruptcy or otherwise becomes bankrupt or insolvent; KYZEN, in its sole discretion and without prior notice to Customer, may do any one or more of the following: (a) cancel any orders for Customer; (b) make all payment obligations of Customer immediately due and payable; and/or (c) set-off against any amounts that KYZEN may owe to Customer and its affiliates under any other agreement. The foregoing rights, shall be in addition to any other rights or remedies KYZEN may be entitled to at law or in equity. In addition, KYZEN shall be entitled to recover from Customer KYZEN's reasonable attorney's fees and court costs incurred in connection with Customer's default, and interest on past due amounts at the rate specified in this section.

SHIPPING

All domestic shipments by KYZEN are F.O.B. point of origin unless expressly agreed to in writing by an authorized representative of KYZEN. Customer shall notify KYZEN of Customer's preferred carrier and Customer shall pay its carrier directly for the transportation costs of all purchased Product. Customer accepts title, responsibility and all liability for Product purchased from KYZEN at KYZEN's dock. KYZEN shall use reasonable efforts to initiate shipment and schedule delivery with Customer's designated carrier to accommodate requested delivery dates; however, Customer acknowledges that KYZEN only has reasonable control over the shipment date and is not liable for any transportation carrier's failure to deliver on any promised date. KYZEN's weights shall govern unless established to be incorrect.

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TITLE OF RISK AND LOSS

Title to Product and risk of loss, damage and contamination of Product passes to Customer when KYZEN places Product with Customer's designated carrier at KYZEN's dock and Product shall be deemed "delivered" at such time. ANY PRODUCT DAMAGED DURING SHIPMENT IS THE RESPONSIBILITY OF CUSTOMER AND ITS DESIGNATED CARRIER. It is Customer's responsibility to inspect all Product received and to file any resulting claims directly with the carrier.

LIMITED WARRANTY

KYZEN warrants only, at the time of shipment, that Product in sealed containers shall conform to specifications for a period of time equal to the Product shelf-life indicated on the Certificate of Compliance. This limited warranty does not apply to Product in containers smaller than five (5) gallons. This limited warranty is void if the container has been opened or otherwise had its seal broken or if Customer has not properly stored Product. KYZEN DOES NOT MANUFACTURE PARTS, UTILIZE TOOLING, NOR DO KYZEN PRODUCTS CONFORM TO ANY CUSTOMER-DRIVEN SPECIFICATIONS, DRAWINGS OR DESIGNS. Product is intended for commercial use only and is not to be used for any other purposes. Customer, having the expertise and knowledge in Customer's intended use of Product sold hereunder, assumes all risk and liability for results obtained by the use of Product, whether used alone or in combination with other substances or in any process. KYZEN's limited warranty shall not be effective if KYZEN has determined, in its sole discretion, that Customer has misused Product in any manner, has failed to use Product in accordance with industry standards and practices, or has failed to use Product in accordance with instructions, if any, furnished by KYZEN. In no event will KYZEN be liable for Product damaged in shipment, improper care or storage of Product, or for any expenses incurred by Customer in testing or attempting to correct any alleged non-conformance of Product. KYZEN makes no warranty, express or implied, for any third party products or equipment sold by KYZEN.

THIS LIMITED WARRANTY IS EXCLUSIVE, AND KYZEN MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS CONCERNING PRODUCT (WHETHER IMPLIED BY STATUTE OR OTHERWISE) AND SPECIFICALLY EXCLUDES SUCH WARRANTIES AND REPRESENTATIONS TO THE FULLEST EXTENT PERMITTED BY LAW. EXCEPT AS SET FORTH IN THIS SECTION, PRODUCT IS SOLD AS-IS AND KYZEN SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, WHETHER ARISING BY OPERATION OF LAW OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS OF PRODUCT FOR A PARTICULAR PURPOSE, CONDITION OR QUALITY OF PRODUCT, ANY COURSE OF PERFORMANCE, TRADE USAGE OR DEALING, OR ANY WARRANTIES OF NON-INFRINGEMENT. ANY DETERMINATION OF THE SUITABILITY OF PRODUCT FOR THE USE CONTEMPLATED BY CUSTOMER AND ADOPTING APPROPRIATE SAFETY MEASURES ARE THE SOLE RESPONSIBILITY OF CUSTOMER. KYZEN SHALL NOT BE RESPONSIBLE FOR ANY LOSS OR DAMAGE ARISING FROM THE FAILURE OF ANY PRODUCT TO BE SUITABLE FOR ANY PURPOSE WHATSOEVER.

LIMITATION OF LIABILITY AND LIMITED REMEDIES

NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, IN NO EVENT WILL KYZEN BE LIABLE TO CUSTOMER FOR ANY LOST OR PROSPECTIVE PROFITS, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, LIABILITY FOR LOSS OF USE, LOST EARNINGS, SAVINGS OR PROFITS, LOSS OF WORK IN PROGRESS, DOWN TIME, LOSS IN REVENUE OR BUSINESS INTERRUPTION, WHETHER OR NOT BASED UPON KYZEN'S NEGLIGENCE, BREACH OF WARRANTY, STRICT LIABILITY, IN TORT OR ANY OTHER CAUSE OF ACTION. FOR THE SAKE OF CLARITY, THE PRECEDING SENTENCE INCLUDES THOSE INCIDENTAL AND CONSEQUENTIAL DAMAGES REFERENCED IN TENNESSEE CODE ANNOTATED (UCC) §47-2-715.

Customer's sole and exclusive remedy from KYZEN, or any cause of action under these Terms, including for failure to ship or late shipment, is, at KYZEN's option, limited to: (i) replacement of the Product under KYZEN's limited warranty, in accordance with KYZEN's instructions; or (ii) refund to Customer of the portion of the purchase price attributable to such breach of KYZEN's limited warranty.

In no event shall KYZEN's cumulative liability exceed the purchase price of Product paid by Customer to KYZEN, which was the cause of the alleged loss, damage or injury. IN ANY EVENT, CUSTOMER AGREES THAT THE RETURN OF THE FULL SALES PRICE FOR THAT PRODUCT SOLD WHICH WAS THE CAUSE OF THE ALLEGED LOSS, DAMAGE OR INJURY WILL PREVENT THE FOREGOING REMEDIES FROM FAILING OF THEIR ESSENTIAL PURPOSE AND THAT SUCH REMEDY IS FAIR AND ADEQUATE.

No later than five (5) days after receipt of the Product by Customer's designated carrier and before the use, disposition, processing, or other change from the original condition of any part of Product, Customer shall notify KYZEN in writing if any Product is found defective or short in any respect. Customer's failure to give timely written notice to KYZEN of any defect or shortage within such five (5) day period shall constitute an unqualified acceptance of Product by Customer and a waiver by Customer of all claims with respect thereto.

RETURNS

Customer shall not return any Product without first requesting and receiving a Return Material Authorization (RMA) number and RMA Container Label from KYZEN. An RMA Container Label must be affixed to each container of KYZEN product approved for return. Attempts to return Product without an accompanying RMA Container Label will be refused at KYZEN's dock. A 20% restocking fee will be applied to all returned Product. Product must be returned in original, sealed and undamaged containers. Unsealed Product authorized for return by KYZEN will be evaluated for content. If Product is found to be out of specification, Product may be returned to Customer, freight collect, with no credit issued. No return shipment is to be freight collect, unless approved in writing by KYZEN using KYZEN's designated carrier. Return Material Authorizations expire ninety (90) days from the date approved by KYZEN.

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CERTIFICATES OF COMPLIANCE AND ANALYSIS

Upon request, KYZEN will provide Customer with a standard Certificate of Compliance and/or Certificate of Analysis ("Certificates") specific to the lots(s) of Product ordered at no additional charge. Certificates with customized information are available, at KYZEN's discretion, subject to an initial setup fee and revision fee.

SAFETY DATA SHEETS

KYZEN makes a Safety Data Sheet (SDS) available for each Product. The Global Harmonized System (GHS) for Classification, Labeling and Packaging (CLP) legislation currently classifies all Product as mixtures. The information contained in Safety Data Sheets is based on available data from reliable sources and is believed to be accurate as of the date issued.

KYZEN'S policy concerning the disclosure of Product composition information on Safety Data Sheets is as follows: Section Three (3) of a product Safety Data Sheet is reserved only for the disclosure of components in the mixture which carry a hazard classification. If a product does not contain any hazardous components- this section will likewise be blank. KYZEN does not disclose the chemical names of proprietary, non-hazardous Product components on Safety Data Sheets; however, all relevant health and safety information is included in the applicable sections of the SDS, including chemical and physical properties necessary for disposal, wastewater treatment/discharge, and other environmental considerations.

The information contained in Safety Data Sheets is based on available data from reliable sources and is accurate to the best of KYZEN's knowledge at the time of the revision date listed on the SDS. KYZEN makes no warranty, expressed or implied, of merchantability or fitness for a particular purpose, course of performance or usage of trade. Customer is solely responsible for determining the suitability and completeness of such information for their particular application and for adopting appropriate safety precautions. Physical properties listed within are typical values based on samples tested and should not be construed as guaranteed analysis of any specific lot or as specifications for the product. The information contained in Safety Data Sheets is not intended to be all-inclusive as to the manner and conditions of use, handling, storage, disposal and other factors that may involve additional legal, environmental, safety or performance considerations, and KYZEN assumes no liability whatsoever for the use of, or reliance upon this information.

KYZEN PRODUCT LABELING

KYZEN labels all products according to the requirements of The Global Harmonized System (GHS) for Classification, Labeling and Packaging (CLP). In order to ensure that health, safety and other label components required by GHS-CLP are clearly visible on product packaging, KYZEN does not offer product label customization.

INTELLECTUAL PROPERTY

KYZEN product formulations and process technologies are protected by various patents in the United States and abroad. ANALYSIS OF PURCHASED PRODUCT BY CUSTOMER IS RESTRICTED TO VALIDATION OF SPECIFICATION COMPLIANCE OR TESTING TO MAINTAIN IN-PROCESS CONTROL. ANALYSIS OUTSIDE OF THIS SCOPE OR ATTEMPTS TO REVERSE ENGINEER PURCHASED PRODUCT ARE STRICTLY PROHIBITED. Neither Customer nor anyone acting at Customer's direction or under Customer's control will reverse engineer or otherwise analyze the composition of Product, and Customer will not supply any portion of samples of Product to any person or entity for such purpose. By opening the sealed container of the purchased Product, KYZEN grants to Customer a non-transferrable, royalty-free, non-exclusive license to use Product for commercial precision cleaning purposes in the ordinary course of business by technically qualified individuals. KYZEN makes no warranty or representation that Product, whether alone or in combination, will not infringe the intellectual property rights of any party and Customer assumes all risks associated therewith.

CERTIFICATIONS AND COMPLIANCE

ISO 9001:2015

KYZEN is an ISO 9001:2015 registered company. To download a copy of our ISO Certificate, please visit www.kyzen.com/certifications.

EU Directive 2011/65/EU and 2015/863/EU | RoHS

All chemical products manufactured by KYZEN and placed on the market for sale in the European Union (EU), comply with EU Directives 2011/65/EU, 2015/863/EU, Restriction of Hazardous Substances Directive (RoHS). **No Obligation.** KYZEN cleaning chemistries do not fall under the scope of EU RoHS2 (Directive 2011/65/EU), or similarly adopted legislation in countries outside the EU. As such, KYZEN has no legal or regulatory requirement to provide third-party verification of compliance to EU Directive 2011/65/EU. For more information, please visit www.kyzen.com/compliance.

EU Directive 1907/2006/EC | REACH

All chemical products manufactured by KYZEN and placed on the market for sale in the European Union (EU) comply with Regulation (EC) No 1907/2006 of the European Parliament and of the Council of 20 June 2013 concerning the Registration, Evaluation, Authorization and Restriction of Chemicals (REACH), either by pre-registration or substance exemption, as defined by the Regulation and/or the European Chemicals Agency (ECHA). KYZEN products DO NOT CONTAIN any Substances of Very High Concern (SVHC), as defined by the most recent amendment(s) to Regulation (EC) No 1907/2006, Article 57 and Annex XIV.

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Conflict Mineral Compliance (SEC 17 CFR Parts 240 , 249b)

No KYZEN product contains conflict minerals. To download KYZEN's Conflict-Free Sourcing Initiative (cfsi) Conflict Minerals Reporting Template, please visit www.kyzen.com/compliance.

COMPLIANCE WITH LAW

Customer is responsible for complying with all laws, statutes, ordinances, rules, regulations and licensing requirements applicable to Product once Product has been shipped in accordance with these Terms. Customer represents and warrants to KYZEN that it shall use Product in accordance with all applicable laws, rules, regulations, and not in violation of any patent or other proprietary rights of any third party. Customer agrees to indemnify KYZEN and hold KYZEN harmless against any and all suits, claims, demands, liabilities, losses, damages and/or expenses, including reasonable attorney's fees that are the result of any act or failure to act by Customer, its officers, agents or employees, in connection with the possession, handling or use of any Product or by reason of Customer's breach of any of its agreements contained herein, provided however, that Customer shall not be liable to KYZEN for damages directly caused by KYZEN's sole negligence. Customer's obligations under this paragraph shall survive the termination, cancellation or expiration of all orders delivered under these Terms and the cessation of any business transactions between KYZEN and Customer.

EXPORT CONTROL REGULATIONS

All Product sold by KYZEN is subject to the export control laws of the United States and Customer agrees not to divert or resell Product contrary to such laws. Product will not be sold, supplied or delivered by Customer, directly or indirectly, to any party or destination that, at the time of such sale, supply or delivery, is declared an embargoed/restricted party or destination by the United States government. KYZEN forbids all sales or shipments to any countries subject to economic or trade sanctions by the United States Office of Foreign Assets Control, regardless of that country's restriction classification(s). Within five (5) days after KYZEN's request, Customer will provide KYZEN with appropriate documentation to verify the final destination of any Product delivered hereunder. If any license or consent of any government or other authority is required for the acquisition, carriage or use of Product by Customer, Customer will obtain the same at its expense and provide evidence of the same to KYZEN on request. Failure to do so will entitle KYZEN to withhold or delay shipment, but this will not entitle Customer to withhold or delay payment of the price therefor. Any assessments, expenses or charges incurred by KYZEN resulting from such failure will be paid for by Customer within ten (10) days of receipt of KYZEN's written request.

ANTICORRUPTION

Customer agrees that Customer, and its officers, employees, agents and representatives will comply with all applicable anti-bribery and anti-corruption laws, regulations, rules and requirements, including the U.S. Patriot Act, U.S. Executive Order 13224, U.S. Foreign Corrupt Practices Act or any similar laws, and any other applicable laws, regulations, rules and requirements. In accordance with this understanding, Customer represents that it, and each of its owners, directors, officers, employees, and every other person acting on its behalf, is not identified, by either name or an alias, pseudonym or nickname, on the lists of "Specially Designated Nationals" or "Blocked Persons" maintained by the U.S. Treasury Department's Office of Foreign Assets Control. Customer further represents that it, and each of its owners, directors, officers, employees, and every other person acting on its behalf has not and will not, in connection with any business transactions involving KYZEN or Product: (1) directly or indirectly, offer, promise, authorize or make any payments of money or anything of value to any government official or to any agent or intermediary for further payment to any government official, to influence, induce action or omission, obtain any improper advantage, or otherwise affect any government act or decision, in order to obtain, retain, or direct business to any person or entity; or (2) otherwise offer, promise, authorize or pay any illegal bribe, kickback or other payment in violation of any applicable law. If KYZEN determines that there has been a breach this paragraph, KYZEN shall have the right unilaterally to terminate all sales to Customer immediately and/or to take other appropriate action in accordance with these Terms.

EXCUSED PERFORMANCE | FORCE MAJEURE

The parties will be excused from their respective performances hereunder (except Customer's payment obligations) if performance is prevented or delayed by any acts of God, fire, explosion, flood, unusually severe or abnormal weather, riots or other civil disturbances, wars, acts of terrorism, actions of governments, voluntary or involuntary compliance with any law or request of any governmental authority, strikes, lockouts or other labor difficulties, failure of usual sources of raw materials or other sources of supply, or any circumstances beyond the reasonable control of the party seeking excuse from performance. In no event, will Customer be excused from paying monies due or complying with KYZEN's credit terms. KYZEN may apportion any reduced quantity of Product among itself and its customers and affiliates at its sole discretion. Under no circumstances will KYZEN be obligated to ship product from alternate facilities.

TRADEMARKS

The sale of Product (even if accompanied by documents using a trademark or trade name) does not convey a license, express or implied, to use any of KYZEN's trademarks or trade names and Customer shall not use any of KYZEN's trademarks or trade names except as authorized in writing by KYZEN.

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GOVERNING LAW | VENUE FOR DISPUTES

These Terms shall be interpreted in accordance with the laws of the State of Tennessee, without regard to its conflicts of law rules. The United Nations Convention on Contracts for the International Sale of Goods or any subsequently enacted treaty or convention shall not apply. Any arbitration, enforcement of an arbitration, or litigation shall be commenced and maintained exclusively in Davidson County, Tennessee, and Customer consents to the jurisdiction of the federal and state courts located therein, submits to the jurisdiction thereof, and waives the right to change venue. Customer further consents to the exercise of personal jurisdiction of such courts.

CUSTOMER AND KYZEN EACH WAIVE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT THEY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY SUIT, ACTION, CLAIM OR PROCEEDING RELATING TO THESE TERMS.

ARBITRATION

Except as to matters pertaining to collection of accounts owed to KYZEN, any claim, dispute, or controversy arising from or relating to Product, the interpretation or application of these Terms, or the breach, termination or validity thereof (collectively, a "Claim") WILL BE RESOLVED, UPON NOTIFICATION BY KYZEN OR CUSTOMER, EXCLUSIVELY AND FINALLY BY BINDING ARBITRATION. The Arbitration will be conducted pursuant to the Rules of the American Arbitration Association. Neither KYZEN nor Customer will have the right to litigate arbitrated Claims in court or to have a jury trial on Claims or to engage in pre-arbitration discovery, except as provided for in the applicable arbitration rules or by written agreement of the parties involved. Further, Customer will not have the right to participate as a representative or member of any class of claimants pertaining to any Claim. Notwithstanding any choice of law provision included in these Terms, this arbitration is subject to the Federal Arbitration Act (9 U.S.C. §§ 1-16). The arbitration will take place exclusively in Nashville, Tennessee. Each party involved will bear its own cost of any legal representation, discovery or research required to complete arbitration. The existence or results of any arbitration will be treated as confidential. Notwithstanding anything to the contrary contained herein, all matters pertaining to the collection of amounts due to KYZEN for the purchase of Product will be exclusively litigated in court rather than through arbitration.

AMENDMENT

These Terms may not be amended or modified except in writing signed by duly authorized representatives of both KYZEN and Customer. No course of dealing, course of performance, or usage of trade shall be considered in the interpretation or enforcement of these Terms. These Terms supersede any terms and conditions of previous dates. If there is a conflict between these Terms and the specific provisions contained in a writing signed by authorized representatives of both KYZEN and Customer, the specific provisions contained in the signed writing shall control.

MISCELLANEOUS

The captions and section headings set forth in these Terms are for convenience only and shall not be used in defining or construing any of the Terms. Any reference to the singular will include the plural, and any reference to the plural will include the singular. KYZEN's failure to strictly enforce any term or condition contained herein shall not constitute a waiver of KYZEN's right to strictly enforce such term or condition at any time in the future. The invalidity or unenforceability of any provision hereunder shall not affect the validity or enforceability of other provisions. KYZEN is an ISO 9001:2015 certified company. All of KYZEN's products are manufactured by KYZEN at one of four manufacturing locations per our standardized and certified procedures and controlled to the highest quality.

Last Revision 02 – JUL – 25 / JSR

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