GENERAL TERMS AND CONDITIONS OF SALE

Equipment Products

These Terms and Conditions of Sale ("Terms") apply to sales of equipment products ("Equipment") by KYZEN Corporation, on behalf of itself and its wholly-owned subsidiaries- KYZEN Sdn. Bhd., KYZEN BV, and Shanghai KYZEN Cleaning Materials Co., Ltd. (collectively "KYZEN"). All purchases of Equipment 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 Equipment 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 Equipment) 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. For purposes of this document, the terms "purchase," "rent" and "loan" are used interchangeably with the terms "sale" or "sold."

EQUIPMENT ORDERS

By placing an order, Customer acknowledges, represents and warrants that Equipment 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. All orders for Equipment 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 Equipment, 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

ALL PAYMENT TERMS FOR EQUIPMENT SALES BY KYZEN ARE DICTATED BY THE PROPOSAL DOCUMENT ("PROPOSAL"). In case of conflict between the terms and conditions stated herein and the Proposal, the latter shall control. 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 of 18% per annum (1.5% monthly), or at the maximum rate allowed under applicable law for sales of commercial goods, whichever is less.

SHIPPING

Unless otherwise noted on the Proposal, all Equipment 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 Equipment. Customer accepts title, responsibility and all liability for Equipment 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.

TITLE AND RISK OF LOSS

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

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LIMITED WARRANTY

Unless otherwise asserted in the Proposal, KYZEN warrants Equipment shall be free of defects in material and construction for a period of one (1) year from the date of Equipment shipment and free of defects in workmanship (labor) for a period of ninety (90) days from the date of installation. For Equipment containing third-party parts not manufactured by KYZEN, the Original Equipment Manufacturer (OEM) warranty applies and KYZEN makes no additional warranty, expressed or implied for OEM parts. Warranty excludes consumable parts and/or components, including but not limited to filter cartridges, pump seals, membranes and the like. Equipment 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 Equipment sold hereunder, assumes all risk and liability for results obtained by the use of Equipment, whether used alone or in combination with other equipment or in any process. KYZEN's limited warranty shall not be effective if KYZEN has determined, in its sole discretion, that Customer has misused Equipment in any manner, has failed to use Equipment in accordance with industry standards and practices, has used Equipment with incompatible material(s), or has failed to use Equipment in accordance with instructions, if any, furnished by KYZEN. In no event will KYZEN be liable for Equipment damaged in shipment, improper care or storage of Equipment, failure to perform routine maintenance on Equipment or for any expenses incurred by Customer in testing or attempting to correct any alleged non-conformance of Equipment.

THIS LIMITED WARRANTY IS EXCLUSIVE, AND KYZEN MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS CONCERNING EQUIPMENT (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, EQUIPMENT 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 EQUIPMENT FOR A PARTICULAR PURPOSE, CONDITION OR QUALITY OF EQUIPMENT, ANY COURSE OF PERFORMANCE, TRADE USAGE OR DEALING, OR ANY WARRANTIES OF NON-INFRINGEMENT. ANY DETERMINATION OF THE SUITABILITY OF EQUIPMENT 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 EQUIPMENT 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) refund to Customer of the portion of the purchase price attributable to such breach of KYZEN's limited warranty; or (ii) repair or replacement of the Equipment under KYZEN's limited warranty, in accordance with KYZEN's instructions. The decision to repair equipment under KYZEN's limited warranty at Customer's facility or at KYZEN's facility is at KYZEN's sole discretion. In no event shall KYZEN's cumulative liability exceed the purchase price of Equipment 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 EQUIPMENT 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 Equipment by Customer's designated carrier and before the use, disposition, processing, or other change from the original condition of any part of Equipment, Customer shall notify KYZEN in writing if any Equipment 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 Equipment by Customer and a waiver by Customer of all claims with respect thereto.

LIABILITY

Company agrees to hold KYZEN free and harmless from any and all claims, damages, and expenses of every kind or nature whatsoever relating to injuries, damages or environmental impact relating to use or operation of Equipment. Additionally, KYZEN shall at no time be liable for any incidental, special or consequential damages.

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RETURNS

Customer shall not return any Equipment 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 Equipment approved for return. Attempts to return Equipment without an accompanying RMA Container Label will be refused at KYZEN's dock. No return shipment is to be freight collect, unless approved in writing by KYZEN using KYZEN's designated carrier. A 20% restocking fee will be applied to all returned Product. Product must be returned in original, undamaged condition with all accessories, components, and packaging included. 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. Return Material Authorizations expire ninety (90) days from the date approved by KYZEN.

INTELLECTUAL PROPERTY

KYZEN Equipment technologies may be protected by various patents in the United States and abroad. ANY ATTEMPT TO REVERSE ENGINEER PURCHASED EQUIPMENT IS STRICTLY PROHIBITED AND, IN CERTAIN VENUES, MAY BE ILLEGAL. Neither Customer nor anyone acting at Customer's direction or under Customer's control will reverse engineer or otherwise analyze the composition or function of Equipment, and Customer will not supply Equipment or any portion of Equipment to any person or entity for such purpose. By purchasing Equipment, KYZEN grants to Customer a non-transferrable, royalty-free, non-exclusive license to use Equipment for commercial precision or industrial cleaning purposes in the ordinary course of business by technically qualified individuals. KYZEN makes no warranty or representation that Equipment, whether alone or in combination, will not infringe the intellectual property rights of any third-party and Customer assumes all risks associated therewith.

COMPLIANCE WITH LAW

Customer is responsible for complying with all laws, statutes, ordinances, rules, regulations and licensing requirements applicable to Equipment once Equipment has been shipped in accordance with these Terms. Additionally, it is the customer's responsibility to obtain all necessary installation permits, operating permits and/or building permits applicable to equipment. Customer represents and warrants to KYZEN that it shall use Equipment 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 Equipment 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

Any Equipment sold by KYZEN is subject to the export control laws of the United States and Customer agrees not to divert or resell Equipment contrary to such laws. Equipment shall 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 country subject to economic or trade sanctions by the United States Office of Foreign Assets Control, regardless of that country's restriction classification(s).

ANTICORRUPTION

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 Equipment: (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 hereunder, KYZEN shall have the right to unilaterally terminate all sales to Customer immediately and/or to take other appropriate action in accordance with these Terms.

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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 Equipment among itself and its customers and affiliates at its sole discretion. Under no circumstances will KYZEN be obligated to ship Equipment from alternate facilities.

ARBITRATION

Except as to matters pertaining to collection of accounts owed to KYZEN, any claim, dispute, or controversy arising from or relating to Equipment, 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 United States Federal Arbitration Act (9 U.S.C. §§ 1-16). The arbitration will take place exclusively in Davidson County, Tennessee, United States of America. 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 Equipment will be exclusively litigated in court rather than through arbitration.

GOVERNING LAW | VENUE FOR DISPUTES

These Terms shall be interpreted in accordance with the laws of the State of Tennessee, United States of America, 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, United States of America, 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.

TRADEMARKS

The sale of Equipment (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.

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.

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