

Terms and Conditions of Sale

Last revised date: November 6, 2025

The following Terms and Conditions of Sale (the “**Terms**”) are applicable to the provision of all Goods supplied (“**Goods**”) by Tokai Carbon GS, Inc. (“**Tokai**”), to any purchaser, or in the case of sample products or material, recipient, thereof (“**Buyer**”). Tokai's offer for sale of Goods and Buyer's acceptance of any such offer is governed exclusively by these Terms and the Tokai's proposal or quotation (collectively “**Quotation**”), order confirmation or acknowledgment (collectively, “**Confirmation**”), and the only the following terms on any purchase orders received from Buyer: (a) a list of Goods to be purchased, (b) the quantities ordered, and (c) the requested delivery date, (collectively, the “**Purchase Order Transaction Terms**”) (the Quotation, Purchase Order Transaction Terms, the Terms and the Confirmation are collectively hereinafter referred to as the “**Agreement**”). If an order is deemed to be an offer by Buyer, Tokai's acceptance of such offer is expressly conditioned on Buyer's assent to this Agreement. Any additional, different, or conflicting terms proposed by Buyer in any offer, acceptance, confirmation (including any Buyer purchase order or specifications) or otherwise other than the Purchase Order Transaction Terms, (a) are requests for material alterations to this Agreement, (b) are hereby rejected and objected to by Tokai, and (c) will not be binding in any way on Tokai.

1. Acceptance. All orders received by Tokai are subject to final acceptance or confirmation by Tokai and no terms or orders are binding upon Tokai until so accepted. Any Orders instructing the manufacture of a specific quantity of Goods to be shipped at various intervals or points upon issuance of subsequent purchase orders (“**Make and Hold Orders**”) accepted by Tokai must be fulfilled and paid in full by the expiration date provided in the Make and Hold Order.

2. Deliveries. Unless otherwise specified by Tokai in writing, all deliveries are EXW (Incoterms 2010) Tokai's facility (the “**Delivery Point**”). Tokai will use commercially reasonable efforts to meet delivery request dates, specifications and quantities as set forth in Buyer's purchase order. Tokai shall not be liable for any delays, loss, or damage in transit. Delivery (defined below) is conditional on Buyer's compliance with the Agreement and on the timely receipt by Tokai of documents necessary for the completion of the order and of any down payment. Partial deliveries of Goods are permissible. Delivery is subject to Buyer maintaining credit satisfactory to Tokai. Tokai may suspend or delay performance or delivery at any time pending receipt by Tokai of any outstanding amounts owed to Tokai. Failure of Buyer to provide such assurances to Tokai shall entitle Tokai to delay delivery and /or cancel this order without further liability or obligation to Buyer.

3. Title and Risk of Loss; Security Interest. Title and risk of loss pass to Buyer upon delivery of the Goods at the Delivery Point (“**Delivery**”). As collateral security for the payment of the purchase

price of the Goods, Buyer hereby grants to Tokai a lien on and security interest in and to all of the right, title, and interest of Buyer in, to, and under the Goods, wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing. The security interest granted under this provision constitutes a purchase money security interest under the New York Uniform Commercial Code

4. Prices. The Goods are hereby offered for sale at prices set forth on the Tokai's Quotation and/or Confirmation, and unless otherwise agreed in writing, the prices exclude shipping, handling, and insurance costs which are the responsibility of Buyer. Tokai may correct mathematical or clerical errors.

5. Taxes. Tokai's price for Goods or service is exclusive of any Federal, state, or local sales, use, or excise taxes levied upon, or measured by, the sale, the sales price, or use of Goods required in the performance of any order. Any tax, duty, custom or other fee of any nature imposed upon this transaction by any Federal, state or local governmental authority shall be paid by Buyer in addition to the price quoted or invoiced. Upon the request of Tokai, Buyer shall provide Tokai with a tax exemption certificate acceptable to the appropriate taxing authorities.

6. Terms of Payment. Unless otherwise specified by Tokai in writing, the purchase price shall be due in full by Buyer no later than thirty (30) days after the date of invoice (net 30). Any Make and Hold

Order must be paid in full by the expiration date provided in that Make and Hold Order regardless of whether the full quantity of Goods thereunder has been fulfilled. Extension of credit, if any, may be changed or withdrawn by Tokai at any time. Invoices not paid within thirty (30) days after their due date will be subject to carrying charges. Carrying charges shall accrue and be added to the unpaid balance at the rate of one and one-half percent (1½%) per month of any overdue unpaid balance, or the maximum rate permitted by law, whichever rate is less. Buyer shall reimburse Tokai for the costs of collection, including, without limitation, reasonable attorneys' fees, of any overdue amount owed by Buyer to Tokai, and such collection costs shall also be subject to carrying charges. Buyer may not retain or set-off any amounts owed to Tokai in satisfaction of any claims asserted by Buyer against Tokai.

7. Non-Conforming Goods. Upon Buyer's receipt of shipment, Buyer shall immediately inspect the Goods. Unless Buyer provides Tokai with written notice of any claim for shortage, defect or nonconformity in the Goods or service within ten (10) days after receipt of shipment (such notice must indicate the basis of the claim in detail), such Goods and service shall be deemed finally inspected, checked and accepted by Buyer and Buyer's failure to provide such notice shall be deemed to constitute a waiver of any such claim.

8. Return of Goods. Except as set forth in Section 7 or Section 11, no Goods may be returned to Tokai without Tokai's prior written consent and a valid RMA (as defined below) and all sales of Goods to Buyer are final. Buyer shall not ship the relevant Goods until a Return Merchandise Authorization ("RMA") is provided by Tokai. All Goods returned pursuant to an RMA, will be shipped at Buyer's expense and risk of loss, to Tokai's facility for inspection and testing by Tokai and be subject to a restocking fee of 5% of the Order price.

9. Cancellation/changes. Buyer may not cancel or change an order from the Purchase Order Transaction Terms once placed with and accepted by Tokai except with the prior written consent of Tokai and upon terms that will indemnify Tokai against any loss.

10. Selection and Application. Buyer is solely responsible for proper selection of any the Goods in accordance with the specifications agreed to in the Quotation. Buyer shall indemnify, defend, and hold Tokai harmless from and against any and all

damages, claims, or expenses (including reasonable attorneys' fees) arising out of or relating to improper selection, application, or abuse of Goods, or any use or application of Goods other than according to specifications and limitations established by Tokai from time to time.

11. PRODUCT WARRANTIES. Tokai warrants to Buyer that: (i) to the extent that the Goods are made to custom specifications provided by Buyer, the Goods will conform to the Buyer specifications, drawings, or other description furnished or specified by Buyer and agreed to in writing by Tokai, or (ii) to the extent that the Goods are not custom order, the Goods will be free from defects in material and workmanship. Upon Delivery, Buyer will receive good and valid title to the Goods, subject to Section 3, free and clear of all encumbrances and liens. The warranties under this section do not apply to any Goods that experience normal wear and tear or in the event that the Goods have been: (i) subjected to abuse, misuse, neglect, negligence, accident, abnormal physical stress or environmental conditions, use contrary to any instructions issued by Tokai, or improper testing, installation, storage, handling, repair, or maintenance; (ii) reconstructed or altered by anyone other than Tokai or its authorized representative; or (iii) used with any third-party product, hardware, or product that has not been previously approved in writing by Tokai. Buyer shall notify Tokai, in writing, of any alleged warranty claim within ninety (90) days after Delivery (the "**Warranty Period**"). Buyer shall ship the relevant Goods within 30 days after the date of its notice to Tokai at its expense and risk of loss, to Tokai's facility for inspection and testing by Tokai. If Tokai's inspection and testing reveals, to Tokai's satisfaction, that such Goods do not conform with the limited warranty set forth herein, Tokai shall in its sole discretion, and at its expense (subject to Buyer's compliance with this Section 11), either (i) repair or replace such Goods, or (ii) credit or refund the Price of such Goods less any applicable discounts, rebates, or credits; and if Tokai exercises its option to repair or replace, Tokai shall, after receiving Buyer's shipment of such Goods, ship to Buyer, at Tokai's expense and risk of loss, the repaired or replacement Goods to Buyer. **THIS SECTION 11 SETS FORTH THE BUYER'S SOLE AND EXCLUSIVE REMEDY AND TOKAI'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTY SET FORTH IN SECTION 11.**

12. WARRANTIES DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN SECTION 11, TOKAI MAKES NO EXPRESS OR IMPLIED WARRANTY WHATSOEVER WITH RESPECT TO THE GOODS, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR (c) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE. BUYER ACKNOWLEDGES THAT IT HAS NOT RELIED UPON ANY REPRESENTATION OR WARRANTY CONCERNING THE GOODS, THE PERFORMANCE OF THE GOODS OR THIS AGREEMENT MADE BY TOKAI, OR ANY OTHER INDIVIDUAL OR ENTITY ON TOKAI'S BEHALF, EXCEPT AS SPECIFICALLY PROVIDED IN SECTION 11 OF THIS AGREEMENT.

13. LIMITATION AND EXCLUSION OF DAMAGES. IN NO EVENT SHALL TOKAI OR ANY OF ITS REPRESENTATIVES BE LIABLE FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF OR RELATING TO THIS AGREEMENT, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER TOKAI WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT, OR OTHERWISE) UPON WHICH THE CLAIM IS BASED. TOKAI'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, SHALL NOT EXCEED THE TOTAL OF THE AMOUNTS PAID TO TOKAI PURSUANT TO THIS AGREEMENT IN THE TWELVE-MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

14. Proprietary Information. Except if Tokai manufactures a custom Good for Buyer to Buyer's

express specifications in which case any agreement on intellectual property rights shall be as set forth in the Quotation, Tokai retains ownership of all intellectual property rights, including, without limitation, patents, trademarks, trade names, trade secrets, and copyrights, and of all drawings, illustrations, dimensions, specifications, copyrights, and performance projections, designs, plans, price lists, customer lists, computations, and descriptions prepared by Tokai in connection with or relating to Goods ("**Proprietary Information**"). Buyer shall not copy or disclose to any other persons or use for any purpose whatsoever any or all of the Proprietary Information without Tokai's prior written consent.

15. Patents, Trade Secrets, and Copyrights Indemnity. Buyer shall indemnify and hold Tokai harmless against any claim, and at Buyer's expense defend any suit or proceeding, brought against Tokai based on an allegation that any of the designs, drawings, specification provided by Buyer to Tokai, or any Goods resulting therefrom, or any part therefrom, or the application or use of Goods for the intended purpose, constitute an infringement of any intellectual property rights of any third party, including any patent or copyright or misappropriation or misuse of any trade secret.

16. Trade Compliance Export Control Regulations The Goods may be subject to export and re-export restrictions under U.S. and other countries' export control regulations, including without limitation the U.S. Export Administration Regulations, regulations of the U.S. Office of Foreign Asset Control and comparable laws and regulations of other countries, which may require U.S. or other government approval for any re-export or retransfer ("**Export Control Regulations**"). Buyer warrants that it (i) will adhere to and comply with (x) all applicable Export Control Regulations and (y) any applicable terms, conditions, procedures and documentation requirements to comply with the Export Control Regulations; (ii) will not, directly or indirectly through a third party, ship Goods to any country subject to trade restrictions in violation of Export Control Regulations. Buyer shall indemnify, defend and hold Tokai harmless for any violation of any applicable law by Buyer, including any violation of Export Control Regulations.

17. Assignment. Purchaser may not assign its rights or obligations hereunder without the prior written consent of Tokai and any purported assignment by Buyer without the consent of Tokai shall be of no effect.

18. Limitations. Any dispute or claim relating to Goods or relating to the Agreement must be commenced within one (1) year after such cause of action has accrued. No dealer, broker, branch manager, agent, employee or representative of Tokai has any power or authority except to take orders for Tokai's Goods and to submit the same to Tokai, at Tokai's factory, for Tokai's approval and acceptance on the Terms herein or rejection.

19. Choice of law. This Agreement and any dispute or claim relating to it shall in all respects be governed by and construed according to the laws of the State of New York, excluding its conflict of law principles.

20. Choice of forum, Venue, and Consent to Jurisdiction. Except with respect to an action instituted by Tokai for equitable relief, including, without limitation, an action for temporary or permanent injunctive relief, Buyer and Tokai agree that the General Courts of Justice of New York and the United States District Courts situated in Rochester, NY shall constitute the exclusive forum(s) for the adjudication of any and all disputed or controversies arising out of or relating to this order or to Goods. Buyer and Tokai consent to the exercise of jurisdiction over them by such courts with respect to any dispute or controversy, and Buyer and Tokai waive any objection to the assertion or exercise by such court of such jurisdiction. If the ultimate destination of the Goods is outside of the United States, the parties agree that Convention on the Contracts for the International Sale of Goods does not apply in any way to this Agreement.

21. Force Majeure. Tokai shall not be liable or responsible to the 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 the Tokai's control, including, the following force majeure events ("**Force Majeure Events**"): (a) acts of God; (b) flood, fire, earthquake, epidemic or pandemic, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) order or action by any governmental authority or requirements of law; (e) embargoes or blockades in effect on or after the date of this Agreement; (f) national or regional emergency; (g) strikes, labor stoppages or slowdowns, or other industrial disturbances; (h) telecommunication breakdowns,

power outages or shortages, lack of warehouse or storage space, inadequate transportation services, or inability or delay in obtaining supplies of adequate or suitable materials; and (i) other events beyond the control of Tokai.

22. Construction of Agreement. This Agreement, consisting of the Quotation, Terms, Purchase Order Transaction Terms, and Confirmation constitutes the sole and entire agreement of the parties with respect to the subject matter of this Agreement, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the subject matter. In the event of any inconsistency between the Terms and the Quotation or Confirmation, the statements in Confirmation control over the statements in the Quotation, which collectively control over the statements in the Terms. The parties have not relied on any statement, representation, warranty, or agreement of the other party or of any other person on such party's behalf, including any representations, warranties, or agreements arising from statute or otherwise in law, except for the representations, warranties, or agreements expressly contained in this Agreement. This Agreement may not be amended, modified, or supplemented except by written agreement executed by Buyer and Tokai. The provisions of this Agreement are hereby deemed by the parties to be severable and the invalidity or unenforceability of one provision shall not affect the validity or enforceability of any other provision. The parties agree that course of dealing, trade usage, and course of performance shall not be used to explain, supplement, or contradict the terms of this Agreement.