

C.R. SUPPLY CO.
9033 OWENSMOUTH AVE
CANOGA PARK, CA 91304

PHONE: (818) 884-3160
FAX : (818) 346-9564

INVOICE NO. 7297/02-2

Please pay this Invoice.
Statement by request only.

Sold To: ORICA USA INC.
P.O. BOX 2623
CAROL STREM IL, 60132

Ship To: ATTN: MAYRA CAMARILLO
PHONE: (303) 268-5128

CUS. CODE NO.		INVOICE DATE		DATE SHIPPED			
ORI601		06/12/26		06/13/26 VSL ARRIVAL HOUSTON			
ORDER NO	ORDER DATE	CUS. P.O. NO.	TERMS		CONTACT	F.O.B.	SHIPPED VIA
7297/02	03/26/26	4500799747	50%ADVANCE, BALANCE PRIOR TO RELEASE OF BL		ZEKE	HOUSTON1	OCEAN
QUANTITY	UNIT DESC.	PRODUCT DESCRIPTION				UNIT PRICE	AMOUNT
7MTS	7X1MTS BIG BAGS	SODIUM PERCHLORATE, ANHYDROUS 50% ADVNACE PAYMENT PAID UPON ORDER BALANCE 50% DUE FREIGHT FROM HOUSTON TO EAGLE PASS				USD8.045/KG	<u>USD56,315.00</u> (28,157.50) 28,157.50 2,650.00
						SALES-TAX	00.00
						PAY THIS AMOUNT	USD30,807.50

Send Remittance To:

C.R. SUPPLY CO.
23708 WELBY WAY
WEST HILLS, CA 91307

TERMS AND CONDITIONS OF SALE

THE FOLLOWING TERMS AND CONDITIONS SHALL GOVERN THE SALE AND ACCEPTANCE OF THE PRODUCT(S) AND/OR SERVICES (HEREINAFTER "GOODS") FROM THE SELLER. ACCEPTANCE OF THE BUYER'S PURCHASE ORDER IS EXPRESSLY CONDITIONED UPON THE BUYER'S, END USER'S, OR INTERMEDIATE PARTY ASSOCIATED WITH THE PURCHASE (HEREINAFTER "BUYER") FULL AGREEMENT TO THE TERMS AND CONDITIONS STATED HEREIN. FURTHERMORE, THE BUYER'S USE OF THE GOODS SUPPLIED CONSTITUTES THE BUYER'S ACKNOWLEDGMENT AND AGREEMENT TO THESE TERMS AND CONDITIONS WITHOUT EXCEPTION. THESE TERMS AND CONDITIONS SUPERSEDE ANY AND ALL UNDERSTANDINGS BETWEEN THE PARTIES AND THERE ARE NO ADDITIONAL TERMS, CONDITIONS, UNDERSTANDINGS, AND/OR AGREEMENTS, OTHER THAN THOSE STATED HEREIN. ANY AMENDMENT OR ALTERATION OF THESE TERMS AND CONDITIONS MAY ONLY BE DONE BY A WRITTEN DOCUMENT THAT IS SIGNED BY THE SELLER.

Delivery

The Goods will be deemed as delivered to the Buyer upon the Seller's tendering them to the Carrier, at which point title and risk of loss will pass to the Buyer. Seller will undertake its best efforts to promptly ship the Buyer's purchase order in accordance with the Buyer's delivery schedule requirements. In no event, however, shall the Seller be liable in any way whatsoever, for any damages caused by non-shipment or delays in manufacturing/shipping of the Goods to the buyer. This includes, but is not limited to loss of Buyer's actual or potential order(s) and/or clients, as well as any and all direct, indirect, or consequential damages that may be realized due to non-shipment or the delay. In the event of rejection of material supplied to Buyer (on account of quality issues), Buyer's sole and exclusive remedy would be to return the Goods to the Seller for a refund of the purchase price. This would be Buyer's sole and exclusive remedy and in no event shall the Seller be liable to the Buyer, in any way whatsoever, for any damages (financial, or otherwise) caused by Buyer's rejection of the Goods. Any quality issues relating to the material(s) supplied by the Seller must be communicated in writing to the Seller no later than 30 days after receipt of material.

Pricing

Prices of Goods sold will be as per the quoted price given to Buyer in writing. Should a price quotation not be issued to the Buyer, the price of the Goods will be as per the Seller's standard pricing of such Goods. With exception to prices quoted, all prices are subject to change without notice. Quoted prices are subject to validity for a period not to exceed 30 days, unless otherwise indicated in the quotation. All Goods are sold ex-warehouse at Seller's point of origin unless agreed to otherwise in writing. Prices quoted do not include shipping charges, customs, duty, and clearance fees (should they apply), or applicable sales tax.

Payment

Unless otherwise agreed upon in writing, all Goods are sold based upon payment being received Net 30 days after the date of shipment, subject to credit approval. Seller reserves the right to require up front or partial payment for any Goods ordered prior to shipment if Seller determines Buyer to have payment or credit issues. Payment is to include the cost of the Goods, shipping fees (if applicable), and sales tax (if applicable). Past due invoices are subject to a late penalty fee of 1.5% (One and one half percent) of the invoice amount per month, or the maximum interest rate as permitted by applicable State law. In the case of partial shipment orders, Seller reserves the right to refuse shipping balance order quantities should any outstanding invoices become past due or remain unpaid by Buyer. In such a case, Seller will not be liable for any direct, indirect, or consequential damages that may be realized as a result. In case of non-payment, any and all collection fees, including amounts owed, legal fees, travel expenses, interest, and miscellaneous fees are to be paid for by the Buyer. All collection efforts are to be pursued in the jurisdiction of the County of Los Angeles, State of California, United States of America, and Buyer hereby consents and agrees that the venue of any collection action brought hereunder shall be exclusively in the County of Los Angeles, California.

Cancellations

With exception to Specific Terms & Conditions (if mentioned) as well as custom and non-standard orders (such as those with a large quantity ordered, high value (e.g. over \$100,000), uncommon specifications (e.g. particle size or material purity requirements), Buyer may cancel their Purchase Order, in whole, or in part, at any time prior to shipment, noting that there will be a 15% restocking fee for non custom (standard order) material that is in stock. Should Buyer cancel their Purchase Order after shipment has been made, Buyer must inform Seller of their intent to return and ship the returned Goods to Seller no later than twenty (20) days after shipment from the Seller to the Buyer has been made. Where shipment of Goods has been made prior to cancellation, Buyer will be responsible for all shipping charges for shipping the returned Goods back to the Seller in addition to a fifteen percent (15%) re-stocking fee. Seller will only accept return of non-conforming Goods that have not been opened and are kept in their original sealed containers.

Warranty

Where the Goods shipped to the Buyer do not conform to the manufactured specification(s), Seller will accept return of such Goods subject to the Seller's receipt of the returned Goods and Seller's verification of material non-conformance. Any requests for non-conformance of Goods must be received in writing no later than thirty (30) days after shipment of the Goods to the Buyer. The Buyer's sole and exclusive remedy for non-conforming Goods will be either replacement of the Goods or full refund of the purchase price including shipping expenses incurred. IN NO EVENT SHALL THE SELLER BE LIABLE FOR ANY LOSSES AND/OR DAMAGES, INCLUDING SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES RESULTING FROM THE NON-CONFORMING GOODS IN THE FORM IN WHICH THEY WERE SHIPPED FROM THE SELLER OR IN THEIR USE IN THE BUYER'S (OR END USER'S) MANUFACTURE OR ASSEMBLY PROCESS. THE ABOVE REPRESENTS THE BUYER'S SOLE AND EXCLUSIVE REMEDY UNDER THIS AGREEMENT AND ANY AND ALL OTHER WARRANTIES, INCLUDING THOSE OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED. Request for non-conformance of Goods will not be considered for any Goods that have been mishandled or improperly used.

Liability

IN NO EVENT WILL THE SELLER BE LIABLE FOR INCIDENTAL, SPECIAL, CONSEQUENTIAL, INDIRECT, EXEMPLARY, OR PUNITIVE DAMAGES FOR ANY CAUSE OR REASON WHATSOEVER, INCLUDING THOSE ARISING OUT OF OR RELATING TO A DEFECT/NON-CONFORMANCE IN THE GOODS, USE OF THE GOODS (WHETHER PROPER OR IMPROPER), INJURY AND/OR BODILY HARM SUFFERED FROM ANY HANDLING AND/OR USE OF THE GOODS, AND NON-DELIVERY OF THE GOODS, IRRESPECTIVE IF THE SELLER HAD PRIOR KNOWLEDGE OR WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE ABOVE FURTHER EXTENDS TO ANY CLAIM(S) BASED UPON LOST PROFITS, LOSS OF USE, LOST CONTRACTS OR PURCHASE ORDERS, INTERRUPTION OF PRODUCTION, AND REPLACEMENT COSTS. Seller's maximum liability to the Buyer, End User (if different from the Buyer), or third party associated with the Buyer will be limited to the purchase price of the Goods sold including shipping expenses incurred.

Indemnification

BUYER AGREES TO HOLD AND INDEMNIFY SELLER FROM AND AGAINST ANY CLAIMS, DEMANDS, OR CAUSES OF ACTION WHATSOEVER, INCLUDING WITHOUT LIMITATION TO THOSE ARISING ON ACCOUNT OF ANY INJURY OR DEATH OF PERSONS OR DAMAGE TO PROPERTY CAUSED BY, OR ARISING OUT OF, OR RESULTING FROM, THE PURCHASE AND/OR USE OF THE GOODS. BUYER WILL NOT BE HELD LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS OR OTHER ECONOMIC LOSSES) ARISING OUT OF OR IN CONNECTION WITH THE PURCHASE AND/OR USE OF THE GOODS, REGARDLESS OF WHETHER SELLER KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGE(S).

Confidentiality

Buyer agrees to treat any price quotations (whether given verbally or in writing), discounts offered, stock availability, and supply capabilities of Goods that are communicated by the Seller as confidential. Seller, in turn, will likewise treat any information pertaining to Buyer's required specification, demand and use of Goods as confidential. Neither party shall disclose to a third party, unless to its authorized agents, under legal obligation, or for accounting purposes, any of the stated Confidential information unless agreed to by the party who originally disclosed such information (the Disclosing party) in writing. It is to the mutual understanding that any dissemination of Confidential information outside of the stated permission may result in the Disclosing party suffering harm to its operations, financial loss, and/or other loss(s) that are later to be determined.

Claims

Any claims for shortages, non-conformance, or non-delivery of the Goods must be made within 30 days of receipt of the Goods. All claims must be made in writing to the Seller.

Export of Goods

Buyer understands that the Goods sold may be subject to export controls under the laws of the United States. Buyer agrees to comply with all export laws and regulations applicable to the Goods, including maintaining accurate records of all sales and transfers of such Goods. Goods further agrees to obtain any necessary export license or other documentation prior to export or re-export of any Goods. Further, Buyer shall give notice of the need to comply with any such applicable export law to any person, firm or entity which it has reason to believe is obtaining any of the Goods.

Force Majeure

In the unlikely event of Seller's inability to supply goods to Buyer due to force majeure circumstances, Seller will not be held liable or responsible for any losses incurred by Buyer as a result of such circumstance(s). This includes liability for delay in performance or non-performance (in whole or in part) arising out of causes beyond Seller's or its Supplier's control, including but not limited to compliance in good faith with any applicable foreign or domestic governmental regulation, request, or order whether or not it later proves to be unenforceable or void; fire; Act of God, hurricane, tornado, or flood; accident; riot, war, sabotage, or act of public enemy or terrorism; strike or labor shortage or trouble; breakdown, shutdown, loss or failure of or damage to facilities, machinery, equipment, or transportation means; embargo; failure or shortage of or inability to obtain materials, raw materials, energy, equipment, labor, or transportation normally available from the usual source of supply; inability of Seller or its Supplier's to obtain materials, raw materials, feedstocks, energy, equipment, labor, or transportation at a commercially reasonable price and/or upon commercially reasonable terms, (which includes a 5% (five percent) currency or import duty cost increase); a price increase to the Seller (for goods to be supplied) in which the ultimate cost (to the Seller) of the Goods to be supplied exceeds 5% (five percent) of the price quoted in this offer; or Seller or its Suppliers incurring increased costs for compliance with environmental protection, health or safety regulations. The party affected shall provide the other party written notice of the nature and anticipated duration of the force majeure event as soon as practicable. In no event shall Seller be required to purchase products, raw materials, feedstocks, energy or materials from others or a different source in order to deliver Product(s) to Buyer. Seller will take all reasonable efforts to avoid a force majeure situation and will act to the best of its ability to speedily resolve such a situation if one were to occur. In such an event, the Buyer would have the option of canceling the contract subject to a 30 day notice to resolve.

General

Any dispute, controversy or claim arising under, out of, or relating to this Agreement and any subsequent amendments, including, without limitation, its formation, validity, binding effect, interpretation, performance, breach or termination, as well as non-contractual claims, will be referred to and finally determined exclusively by binding arbitration in a forum located within the jurisdiction and venue of the county of Los Angeles, State of California, United States of America. The provisions of this Agreement are severable, and the illegality or invalidity of any provision(s) shall not impair, affect or invalidate the other provisions of this Agreement. The failure of either party to assert a right hereunder or to insist upon compliance with any term or condition of this Agreement shall not constitute a waiver of that right or excuse a similar subsequent failure to perform any such term or condition by the other party.