

BRIDGEWELL RESOURCES LLC INTERNATIONAL GENERAL TERMS AND CONDITIONS

EFFECTIVE 12/7/2023

1. ENTIRE CONTRACT. These International General Terms and Conditions are incorporated into all sales transactions to Bridgewell Resources LLC's and its subsidiaries' ("Seller") sales orders to international customers (the "Order"), including terms specifically incorporated into the Order by reference. Any prior discussions and negotiations between the parties are superseded by the terms of the Order. The Order may only be modified in writing signed by both parties. Buyer agrees that the terms contained in this Order constitute the sole and exclusive agreement between Seller and Buyer. Seller's performance under the Order does not constitute an acceptance of provisions of any purchase order that are different from or additional to the terms of the Order, and such different or additional provisions are expressly rejected and are void.
2. LIMITATION OF WARRANTY/LIMITATION OF LIABILITY. Seller warrants that the Goods delivered shall conform to the grade and quantity specified in the Order. THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, THAT EXTEND BEYOND THE DESCRIPTION OF THE GOODS IN THE ORDER. SELLER SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. Buyer acknowledges that Seller is not the manufacturer of the Goods. However, Seller will pass through any available and assignable manufacturer's warranty. Under no circumstances shall Seller be liable to Buyer for consequential, liquidated, or incidental damages of any nature. Seller's liability shall not exceed the price paid by Buyer for the Goods giving rise to such claim.
3. REJECTION. Any rejection of the Goods, claim of shortages, or claim of damaged material by Buyer shall not be effective unless it is made in writing and delivered to Seller within thirty (30) days of the Goods arrival at the destination specified in the Order. If such written notice is not received within such thirty (30) day period, Buyer shall be deemed to have waived any right to reject such Goods, or to claim shortages or make a claim for damaged material.
4. TRADE TERMS. Trade terms shall be interpreted in accordance with the Incoterms as amended and published by the International Chamber of Commerce and in effect as of the date of the Order.
5. DEFAULT. If Buyer breaches or is otherwise in default under the Order or under any other contract between the parties hereto, Seller at its option may defer delivery of the Goods until the default is cured, or may treat the default as a repudiation by Buyer of the Order in its entirety, resell the Goods and hold Buyer liable for such direct damages as Seller may incur. For purposes of the Order, Buyer's insolvency shall be a default under the Order.
6. FAILURE TO TAKE DELIVERY. If Buyer fails to take delivery of the Goods or any part thereof, the Goods not delivered shall be held at Buyer's sole risk and at Buyer's sole cost and expense in all respects. Nevertheless, Seller, acting as Buyer's agent and at Buyer's expense, may thereafter store, insure and/or otherwise protect such Goods or may resell same for Buyer's account.
7. CANCELLATION. Except as otherwise expressly provided in the Order, the Order shall be cancelled only by mutual written consent of the parties. If Buyer is in default by failure to pay any previous invoice within credit terms at the expected date of shipment of the Goods or any part thereof, or if Seller has received any adverse credit information about Buyer, Seller may delay shipment and/or cancel the unshipped balance of the Goods without liability. In the event of U.S. or foreign government intervention, trade restrictions, and/or quotas, which may delay or prevent delivery of the Goods or any part thereof, Seller, at Seller's option, may cancel the unshipped balance of the Goods without liability. In the event any of the Goods become subject (a) to any governmental fees or duties not in effect prior to the date of the Order; or (b) to any increase in any existing fee or duty, including any antidumping duty or countervailing duty, Seller shall have the right to cancel the unshipped balance of the Goods without liability. If Seller is unable to deliver the Goods within 45 days of the scheduled delivery date, for any reason other than due to a Force Majeure event, Buyer may cancel the undelivered Goods from the Order and take a credit for the purchase price for the Goods deleted from the Order.
8. FORCE MAJEURE. Seller shall be free from any liability for delay or failure in shipment arising from strikes, lockouts, labor troubles of any kind, accidents, perils of the sea, fire, earthquake, civil commotion, war or consequences of war, government acts, restrictions or requisitions, bankruptcy or insolvency of manufacturers or suppliers, suspension of shipping facilities, act or default of carrier or any other contingency beyond Seller's control affecting production, transportation to boarding point, loading, forwarding or unloading at destination of the Goods, including disturbances existing on the date of the Order.
9. DISPUTE RESOLUTION. Except as set forth herein, any claim that arises out of or relates to the Order, or to the interpretation or breach thereof, shall be brought solely in the state court in Washington County, Oregon. Seller, in its sole discretion, may require and compel that any claim brought by, or dispute between, Buyer and/or Seller, including but not limited to any claim filed in court be resolved by arbitration administered by the Arbitration Service of Portland, Inc. ("ASP"), under the then effective arbitration rules of ASP. If it becomes necessary for Seller to pursue collection of any amounts due Seller related to the Order, Seller shall be entitled to its reasonable attorney fees, collection costs and expenses, whether or not an action is commenced. No action or inaction of Seller, shall be deemed a waiver of any provision of these Terms and Conditions.
10. GENERAL. The rights and obligations of the parties under the Order shall be governed by the laws of the State of Oregon, U.S.A., including the provisions of the Oregon Uniform Commercial Code, but without regard to conflicts of law principles. The 1980 United Nations Convention on Contracts for the International Sale of Goods, as amended, shall not apply to the Order. If any provision of the Order is determined by any court or arbitrator to be unenforceable, the provision shall be deleted, and the balance of the Order shall be binding upon the parties. Signatures sent electronically shall be treated as a binding original.
11. CREDIT APPROVAL. All sales are subject to credit approval.
12. GOVERNING LANGUAGE. The English version of any contract, the Order and these terms and condition shall control the interpretation of the agreement between the parties.
13. OCEAN SHIPPING/DETENTION CHARGES. Buyers are subject to all the terms and conditions of the shipping line, including any penalties or increases to actual ocean shipping cost that arise from the date of order placement until final delivery. Buyer shall also reimburse Seller for all detention or demurrage charges arising from any delay caused by or related to Buyer's failure to provide timely documentation to the destination port authorities for clearing cargo and/or entering the vessel. The amount to be paid by Buyer will be the amount charged by the ship owner, which is generally a daily rate for any delay and any other cost whatsoever related to such delays. Buyer shall immediately reimburse Seller for any such detention or demurrage charges and all other costs associated with such delay plus a 5% convenience charge. Any payment that is past due shall accrue interest at 18% per annum.