

MATEX TERMS AND CONDITIONS OF SALE
(to be added to the website at www.matexdrillingfluids.ca)

1. MATEX shall sell and Customer shall purchase the quantity of product specified in the Contract. If the Contract is for a term commitment, then any orders for fractional or less than the minimum quantity for such product shall be priced based on unit costs for the product. MATEX guarantees and warrants that all products meet MATEX's product specifications. Any other representations, warranties or guarantees are specifically disclaimed. Any sale of goods legislation, including the UN Convention on Contract for the International Sale of Goods, is, to the maximum extent permitted by law, excluded from application to this sale.
2. Purchase Orders are not deemed submitted until confirmed by MATEX. After the expiry of this contract, future purchases of products shall be by mutual agreement.
3. Where not otherwise agreed, the parties agree: (i) payment is due on the 30th day following the invoice date, in the currency specified on the invoice, (ii) all overdue amounts bear interest at the rate of 1.75% per month, compounded monthly (23.14% per annum), and (ii) Customer shall be responsible for and shall pay all applicable taxes, charges, duties, tariffs and fees payable in connection with the terms of the Contract.
4. Delivery of the products shall be made in accordance with the trade term specified in the contract, which follows the "ICC IncoTerms 2020". Any demurrage charges on delivery will be for the account of Customer. Title to and risk of loss of the products shall pass to Customer upon delivery by MATEX, unless otherwise agreed. If delivery is made with returnable pallets or totes, any damage, loss or failure to return the pallets or totes shall be payable by Customer.
5. Seller shall complete and file all documentation that is the responsibility of the Seller to permit the export of the product from Canada. Buyer acknowledges that Seller may submit such documentation listing Seller as "Exporter", and agrees that such designation shall not affect the rights of the parties to this Agreement. Seller shall be entitled to complete such documentation relying entirely on information provided by Buyer. Seller shall have no responsibility to undertake additional inquiries or investigations in respect of any information. Buyer shall respond to all of Seller's requests for information, and Buyer shall provide full, complete and accurate information where such information is required for the purposes of completing documentation or otherwise required by governmental authorities (including, where required, Buyer's address, name of importer, destination and end use). Buyer undertakes to Seller to immediately inform Seller of any changes and amendments to the information provided by Buyer, and of any fact which may cause such information to be untrue.
6. MATEX shall not be responsible for, and shall bear no liability to Customer for any failure or delay in the delivery of product for reasons beyond its reasonable control. Where there are known supply chain disruptions, Customer should make allowances for delays and unusually long delivery and/or cycle times for order fulfillment. MATEX does not accept fill rate penalties unless specifically agreed in writing. MATEX's liability, if any, for lost or damaged product or any other loss in relation to or arising out of the use of the products shall be limited to the direct damages to Customer, in no event exceeding the aggregate invoiced price for such products. In no event shall MATEX have any liability for any indirect damages, loss of profit, indirect losses, loss of market share, incidental damages, punitive damages or consequential loss, whether or not MATEX was advised of the possibility of such damages.
7. Customer shall not alter, remove or re-package the packaging or labeling of any of the packaged products without the written authorization of MATEX. Nothing herein gives the Customer the right to use any of MATEX's trade-marks. Where Customer has specified any use of trademark, trade name, labelling or marking instructions, Customer shall be solely responsible for ensuring those aspects of the label are in compliance with all applicable law. For all jurisdictions other than those in which the products are manufactured, Customer shall ensure the packaging and marking of the products complies with local laws, regulations and rules applicable in the jurisdiction where the product will be sold, including in relation to all matters of safety and labeling requirements. Customer will notify MATEX of any issues which may arise and shall indemnify MATEX from any claims, costs or liabilities arising out of non-compliance of the products or their labels in such jurisdiction.
8. Time is of the essence of this Contract. Any claims rejecting goods, alleging rights to discount prices or take allowances, in relation to short shipments, damaged or otherwise refused goods must be made at time of delivery and noted on the bill of lading.
9. Each party represents that (i) it intends the transaction to comply, and believes the transaction will comply, with all economic sanctions, trade embargoes and export control laws, regulations, decrees, orders or requirements ("Sanctions") which may be applicable to such party. Each party further represents to the other that none of (i) the party, (ii) the vessel nominated by such party, or the vessel owners; (iii) insurers, financial institutions or intermediaries engaged by the party; nor (iv) the party's suppliers, distributors or customers participating in the transaction, receiving the benefit of the transaction or ultimately receiving the goods or payment, are (or will at the time of execution of the transaction be) the subject of Sanctions administered, promulgated or enforced by the United Nations, the United States, the European Union or any other applicable governmental authority (the "Sanctioned Person"). Buyer shall not permit the re-sale of the product to any Sanctioned Person. Each party shall be entitled to request

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confirmation of compliance by the other with this Section at any time up to and following the transfer of title to the product. If a party nominates, appoints, engages or provides documentation relating to any Sanctioned Person, the other party shall have the right to refuse such appointment and to refuse to deal with the Sanctioned Person, and it shall be treated for the purposes of this Agreement as though the party making the nomination, appointment, engagement or submitting the documentation failed to do so as required. If a party involves any Sanctioned Person in the transaction, the other party shall have the right to repudiate this Agreement and any other agreement then outstanding between the parties, to refuse to deliver or continue to deliver the goods, to refuse to return payments or any other action or remedy available at law, and the party involving the Sanctioned Person shall be responsible for all costs relating thereto.

10. This Contract, including the MATEX Letter of Sale, confirmation(s) of purchase order(s), these Terms and Conditions of Sale, the Product Specification sheet and invoice(s) for the products (including any provisions relating to the calculation of discounts and interest payable), is the entire agreement for the delivery of products, and replaces all prior discussions, representations, agreements and understandings. In particular, no Customer terms and conditions of sale are accepted by MATEX unless signed and accepted in writing by MATEX. In the event of any conflict between any accepted Customer terms and conditions and these Terms and Conditions, these Terms and Conditions shall govern. This Contract may not be amended unless the parties agree in writing.

11. Unless otherwise specified, this Contract shall be governed by the laws of the Province of Alberta and the federal laws of Canada applicable therein, and the parties attorn to the jurisdiction of the courts of such jurisdiction for any dispute or issues arising hereunder. The parties intend this Contract and all related documents be in the English language only.

12. This Contract may not be assigned or transferred by Customer without the written consent of MATEX. This Contract creates a binding agreement among the parties hereto, and shall be binding upon the parties' respective successors and assigns.

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