

## GENERAL TERMS AND CONDITIONS

### PETROCHEM USA, INC.

EFFECTIVE DATE: JANUARY 1, 2026

### DEFINITIONS AND INTERPRETATION

Capitalized terms used in this Agreement have the meanings assigned to them herein or, if not otherwise defined, their plain and ordinary commercial meaning. Headings are inserted for convenience only and shall not affect the interpretation or construction of this Agreement. The terms "include," "includes," and "including" shall be deemed to be followed by the words "without limitation."

For purposes of this Agreement, "**Agreement**" means these General Terms and Conditions together with any written quotation, order acknowledgment, or other written agreement that expressly references and incorporates them. "**Seller**" means **PETROCHEM USA, INC.** "**Customer**" and "**Buyer**" are interchangeable and refer to the purchasing party, regardless of the terminology used in any purchase order, correspondence, invoice, or other document. "**Site**" means any website, portal, or online platform operated or made available by Seller through which these Terms are posted or otherwise accessible.

This Agreement shall be construed and enforced without regard to any presumption or rule requiring construction against the drafting party.

### ORDER OF PRECEDENCE

In the event of any conflict, inconsistency, or ambiguity between these General Terms and Conditions and any written quotation, order acknowledgment, or other document referenced or incorporated herein, the following order of precedence shall govern and control: (1) a mutually executed written agreement that expressly supersedes these Terms; (2) Seller's written order acknowledgment; (3) Seller's written quotation; and (4) these General Terms and Conditions.

Any terms or conditions contained in Buyer's purchase order or in any other document issued by Buyer, whether before or after acceptance, shall be void, unenforceable, and of no force or effect, regardless of any reference thereto.

### AMENDMENTS

Any modification, amendment, waiver, or variance of this Agreement proposed by Buyer, and any additional, different, or conflicting terms contained in any purchase order, acknowledgment, invoice, correspondence, or other document issued by Buyer (whether now or hereafter), are expressly rejected and shall be null, void, and of no force or effect unless expressly accepted by Seller in a written instrument signed by an authorized representative of Seller. Buyer's request for, order of, acceptance of, or payment for the goods and/or services constitutes Buyer's irrevocable agreement to be bound by this Agreement.

No order submitted by Customer shall be binding upon PETROCHEM USA, INC. unless and until accepted in writing by PETROCHEM USA, INC. PETROCHEM USA, INC. reserves the right to reject or cancel any order, in whole or in part, at its sole discretion.

### MODIFICATION OF TERMS

PETROCHEM USA, INC. reserves the right, in its sole and absolute discretion, to amend, modify, update, or replace these General Terms and Conditions at any time and from time to time, without prior notice. Any such modification shall be effective immediately upon posting or otherwise making the revised Terms available. Customer's continued access to or use of the Site, products, or services after such posting constitutes Customer's binding acceptance of the revised Terms.

### PAYMENT TERMS

All prices are quoted in U.S. Dollars and are payable in advance or by letter of credit, unless otherwise expressly agreed in writing by Seller. Customer shall notify PETROCHEM USA, INC. in writing of any invoice dispute within a reasonable time after receipt (and in any event no later than thirty (30) days after receipt), specifying in reasonable detail the basis for such dispute. All undisputed amounts shall be paid in full when due, without setoff, counterclaim, deduction, or delay.

Customer agrees to pay all costs and expenses incurred by Seller in connection with the collection of any past-due amounts, including reasonable attorneys' fees and collection costs. Any overdue balance shall accrue a service charge of one and one-half percent (1.5%) per month, or the maximum rate permitted by applicable law, whichever is less, from the due date until paid in full.

### CREDIT / FINANCIAL ASSURANCE RIGHTS

PETROCHEM USA, INC. may, at any time and in its sole discretion, require adequate assurance of Customer's financial responsibility, including without limitation advance payment, letters of credit, guarantees, or other security acceptable to PETROCHEM USA, INC. Failure or refusal to provide such assurance upon request shall constitute grounds for suspension or termination of performance, without liability to PETROCHEM USA, INC.

### NO SETOFF OR WITHHOLDING

Customer shall not withhold, deduct, offset, or set off any amounts payable to PETROCHEM USA, INC. for any reason whatsoever, whether asserted or unasserted, disputed or undisputed.

**RIGHT OF OFFSET FOR SELLER (ONE-WAY)**

Notwithstanding anything to the contrary in this Agreement, PETROCHEM USA, INC. may, at any time and in its sole discretion, offset or apply any amounts owed to Customer against any amounts owed by Customer to PETROCHEM USA, INC., whether arising under this Agreement or under any other agreement or obligation, without prior notice.

**SUSPENSION FOR NON-PAYMENT**

PETROCHEM USA, INC. may, immediately and without prior notice or liability, suspend or terminate performance, delivery, or access to any products or services if Customer fails to pay any amount when due.

**TERMINATION FOR CONVENIENCE**

PETROCHEM USA, INC. may terminate this Agreement, in whole or in part, for convenience upon written notice to Customer. Upon such termination, Customer shall remain fully liable for all amounts incurred, accrued, or committed prior to the effective date of termination, including without limitation all work-in-progress, material and labor costs, restocking charges, and any non-cancelable commitments or obligations incurred in reliance on Customer's order(s).

**TAXES**

All present and future taxes, duties, levies, assessments, withholdings, or governmental charges of any kind, whether imposed or assessed now or hereafter, arising out of or relating to the sale, delivery, use, or provision of the products or services shall be borne solely by Customer and shall be paid by Customer in addition to the prices quoted, excluding only taxes based solely on Seller's net income.

**INDEPENDENT CONTRACTOR**

PETROCHEM USA, INC. is and shall at all times remain an independent contractor in the performance of this Agreement. Nothing contained herein shall be deemed or construed to create any partnership, joint venture, agency, fiduciary, employment, or other similar relationship between the parties. Neither PETROCHEM USA, INC. nor any of its employees, agents, or representatives shall have any authority, express or implied, to bind, obligate, or incur any liability on behalf of Customer in any respect whatsoever.

**SAFETY & CUSTOMER OPERATIONAL CONTROL**

Customer shall have sole and exclusive responsibility for site safety, well conditions, equipment integrity, job design, supervision, and all operational decisions. PETROCHEM USA, INC. shall have no responsibility or duty with respect to safety programs, hazard identification, job safety analysis, operational control, or supervision at Customer's facilities, well sites, or job locations.

**FORCE MAJEURE**

PETROCHEM USA, INC. shall not be liable for, nor be deemed in default or breach of this Agreement, by reason of any delay or failure in performance to the extent such delay or failure is caused by events beyond its reasonable control, including without limitation war, terrorism, fire, flood, strike or other labor disputes, accidents, riots, machinery or equipment failure, acts of God, epidemics, pandemics, public health emergencies, governmental orders or actions, supply chain disruptions, transportation interruptions, shortages of raw materials or utilities, or any other similar causes beyond its reasonable control. Any obligations affected by a force majeure event shall be suspended for the duration of such event, and performance shall resume within a reasonable time after the force majeure event has ceased.

**DISPOSAL**

Customer shall be solely and exclusively responsible for the handling, storage, transportation, and disposal of all chemicals used in connection with this Agreement and shall ensure that all such activities are performed in strict compliance with all applicable federal, provincial, state, and local laws, regulations, permits, and environmental requirements.

**ENVIRONMENTAL INDEMNITY (STRICT LIABILITY)**

Customer assumes all responsibility and liability for any and all environmental conditions, releases, spills, emissions, discharges, contamination, remediation, fines, penalties, claims, and losses arising out of or relating to the use, handling, transportation, storage, or disposal of any products or services provided under this Agreement. Customer shall defend, indemnify, and hold harmless PETROCHEM USA, INC., and its officers, directors, employees, agents, and representatives, from and against any and all such liabilities, regardless of fault, negligence (including sole or concurrent negligence), or theory of liability.

**PRODUCT SALES - WARRANTY**

PETROCHEM USA, INC. EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, EXCEPT ONLY AS MAY BE EXPRESSLY SET FORTH IN A WRITTEN AGREEMENT SIGNED BY PETROCHEM USA, INC. PETROCHEM USA, INC.'S LIABILITY, AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY, ARISING OUT OF OR RELATING TO ANY PRODUCT SALE SHALL BE STRICTLY LIMITED AS EXPRESSLY SET FORTH IN THIS AGREEMENT. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE LIMITED REMEDIES PROVIDED HEREIN ARE AN ESSENTIAL BASIS OF THE BARGAIN AND SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE.

No affirmation of fact, promise, description, sample, model, technical data, or recommendation shall be deemed to create any warranty or give rise to any liability unless expressly set forth in a written agreement signed by an authorized representative of PETROCHEM USA, INC.



## **RECALL / GOVERNMENT ACTION PROTECTION**

PETROCHEM USA, INC. shall have no liability or responsibility for any recall, withdrawal, suspension, seizure, or other regulatory or governmental action affecting any product unless such action is caused solely and exclusively by a proven manufacturing defect directly attributable to PETROCHEM USA, INC.

## **DISCLAIMER OF RELIANCE**

Customer acknowledges and agrees that it has not relied upon, and expressly disclaims reliance on, any statement, representation, warranty, sample, data, estimate, forecast, or other information not expressly set forth in this Agreement or in a written agreement signed by an authorized representative of PETROCHEM USA, INC.

## **TITLE AND RISK OF LOSS**

Title to products and risk of loss shall pass to Customer upon delivery to the carrier at Seller's facility. Delivery shall be deemed FOB Seller's facility (Incoterms® 2020), unless otherwise expressly agreed in writing by PETROCHEM USA, INC.

Customer shall be solely and exclusively responsible for obtaining product samples from PETROCHEM USA, INC. prior to purchase and for conducting all necessary laboratory testing using applicable well data, local cement, and location water to determine the suitability of the products for Customer's intended applications. All laboratory test results shall be provided to PETROCHEM USA, INC. upon request and retained by Customer on file. If Customer alleges that delivered products fail to perform in accordance with the original laboratory results, Customer shall promptly provide written notice together with complete and supporting laboratory data for verification.

If reported test results materially differ from the original laboratory results, PETROCHEM USA, INC. may, at its option, re-test retained samples from the applicable order. If such re-test results fall within acceptable variance of the original results, Customer shall be solely responsible for all re-testing costs. If the re-test results materially differ from the original results, Customer shall, at its sole cost and expense, return the affected products to PETROCHEM USA, INC., and PETROCHEM USA, INC., at its sole discretion, shall either replace the affected products or refund the applicable purchase price, which shall constitute Customer's sole and exclusive remedy under any theory of law or equity.

## **SERVICE WARRANTY**

In providing any written or oral recommendations, interpretations, opinions, or guidance regarding materials, services, methods of performance, or anticipated results, PETROCHEM USA, INC. shall exercise reasonable professional judgment based on its experience. All such recommendations, interpretations, opinions, and predictions are provided solely for advisory purposes and shall not constitute representations, guarantees, or warranties of any kind.

Due to variable field conditions, site-specific factors, and PETROCHEM USA, INC.'s reliance on information, data, assumptions, and services supplied by Customer or third parties, PETROCHEM USA, INC. EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THE EFFECTIVENESS, RESULTS, PERFORMANCE, OR SUITABILITY OF THE MATERIALS USED, RECOMMENDATIONS GIVEN, OR SERVICES PERFORMED.

## **NO WARRANTIES PROVIDED**

All information, content, and materials made available on or through the Site are provided for general informational purposes only and are provided on an **"AS IS," "WHERE IS," AND "AS AVAILABLE"** basis. While PETROCHEM USA, INC. endeavors to provide accurate and current information, it makes no representations or warranties of any kind, whether express or implied, regarding the security, timeliness, relevance, sufficiency, accuracy, reliability, completeness, fitness for any particular purpose, title, or non-infringement of any information, data, content, or services provided on or through the Site, or with respect to any information submitted by or on behalf of Customer.

To the fullest extent permitted by applicable law, PETROCHEM USA, INC. expressly and unequivocally disclaims all warranties of any kind, whether express or implied, including without limitation any implied warranties of merchantability, fitness for a particular purpose, and non-infringement.

## **LIMITATION OF LIABILITY AND INDEMNIFICATION**

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, CUSTOMER AGREES THAT PETROCHEM USA, INC., AND ITS AFFILIATES, DIVISIONS, CUSTOMERS, PARTNERS, AND THEIR RESPECTIVE EMPLOYEES, OFFICERS, DIRECTORS, CONTRACTORS, VENDORS, SUPPLIERS, LICENSORS, ASSIGNEES, SUCCESSORS, INSURERS, AND AGENTS SHALL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND OR NATURE WHATSOEVER, INCLUDING WITHOUT LIMITATION ANY SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES, ARISING OUT OF, RELATING TO, OR IN CONNECTION WITH THIS AGREEMENT, THE PRODUCTS OR SERVICES PROVIDED HEREUNDER, OR THE ACCESS TO OR USE OF THE SITE, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, STATUTE, OR ANY OTHER THEORY OF LIABILITY.

Customer agrees to assume full responsibility for, and shall defend, indemnify, and hold harmless PETROCHEM USA, INC., and its officers, directors, employees, agents, and representatives, from and against any and all claims, demands, actions, losses, damages, liabilities, costs, and expenses, including reasonable attorneys' fees and costs, arising out of or relating to this Agreement or the performance hereunder, to the extent resulting from or attributable to the acts or omissions of Customer, its agents, employees, contractors, or representatives, whether or not such claims are alleged to have been caused in part by the negligence of PETROCHEM USA, INC.



Customer's defense obligations include the duty to provide an immediate defense with counsel reasonably acceptable to PETROCHEM USA, INC. PETROCHEM USA, INC. shall have the right, but not the obligation, to participate in the defense at its own expense, and no settlement shall be entered into without PETROCHEM USA, INC.'s prior written consent if such settlement imposes any obligation, admission, or liability on PETROCHEM USA, INC.

In no event shall PETROCHEM USA, INC.'s total and aggregate liability to Customer for any and all claims arising out of or relating to this Agreement, the products or services provided, or the Site exceed **One Hundred U.S. Dollars (US \$100.00)**. This limitation shall apply regardless of the form of action, whether in contract, tort, strict liability, statute, or otherwise, and notwithstanding any failure of essential purpose.

All information is provided in good faith without warranty, and PETROCHEM USA, INC. assumes no liability for any advice, recommendations, or results to be obtained from the use of any product. No license, right, or freedom from infringement of any intellectual property rights of PETROCHEM USA, INC. or any third party is granted or implied.

PETROCHEM USA, INC. shall not be deemed in default for any failure or delay in performance caused, in whole or in part, by events beyond its reasonable control. Customer may not assign or transfer this Agreement, in whole or in part, without the prior written consent of PETROCHEM USA, INC. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

#### **CONSEQUENTIAL DAMAGES WAIVER – CUSTOMER SIDE**

Customer expressly and irrevocably waives any right to recover consequential, indirect, incidental, exemplary, punitive, or special damages of any kind from PETROCHEM USA, INC., whether arising in contract, tort (including negligence), strict liability, statute, or otherwise, and even if PETROCHEM USA, INC. has been advised of the possibility of such damages. This waiver is cumulative of, and in addition to, and not in limitation of, any other limitation or exclusion of liability set forth in this Agreement.

#### **TIME LIMITATION ON CLAIMS**

Any claim, demand, or cause of action not otherwise waived arising out of or relating to this Agreement, the products or services provided, or the Site must be commenced within one (1) year after the cause of action accrues. Any claim not brought within such period shall be permanently barred, waived, and unenforceable.

#### **CUSTOMER'S RESPONSIBILITY & INDEMNITIES**

Customer shall have and retain exclusive custody, possession, and control of the well, all subsurface and surface conditions within and surrounding the well, all drilling, completion, and production equipment, the well premises, and all access routes to and from the well location. Customer shall be solely responsible for ensuring that the well, site, and related equipment are properly prepared, maintained, and in suitable condition for the performance of the services, and for restoring and returning the well to production following completion of the services.

PETROCHEM USA, INC. shall have no duty to supervise, inspect, control, direct, or assume responsibility for Customer's operations, equipment, personnel, contractors, or subcontractors, or for the safety of Customer's site or activities.

Customer shall be fully responsible for, and shall defend, indemnify, and hold harmless PETROCHEM USA, INC., and its officers, directors, employees, agents, and representatives, from and against any and all claims, demands, causes of action, liabilities, losses, damages, costs, and expenses, including attorneys' fees, arising directly or indirectly out of or in connection with the following, whether caused in whole or in part by the negligence (including sole, concurrent, or passive negligence) or other fault of PETROCHEM USA, INC.:

(i) Damage to or loss of property of Customer and/or the well owner, including without limitation subsurface damage and any surface damage resulting from subsurface damage.

(ii) Reservoir loss or damage, well blowout, cratering, loss of well control, subsurface pressure, pollution, contamination, or any resulting property damage, environmental damage, or personal injury.

(iii) Any damages arising from subsurface trespass, pollution, or contamination associated with services performed or products supplied by PETROCHEM USA, INC.

(iv) Injury to or death of any person, or damage to property, other than PETROCHEM USA, INC.'s employees or property, arising out of or in connection with the use, handling, presence, or exposure to radioactive, poisonous, toxic, or otherwise hazardous materials in or around the well.

(v) Injury to or death of any person, or damage to property, arising out of or in connection with the use of any equipment furnished by PETROCHEM USA, INC. solely for Customer's convenience or use.

(vi) Damage to or loss of property of Customer and/or the well owner resulting directly or indirectly from tools, equipment, or instruments of PETROCHEM USA, INC. being lost, stuck, damaged, or abandoned in the well.



## **INSURANCE REQUIREMENT**

Customer shall, at its own expense, maintain insurance coverage customary and appropriate for its operations, including without limitation commercial general liability, environmental or pollution liability, and workers' compensation insurance, in amounts sufficient to cover its obligations and liabilities under this Agreement. Upon reasonable request, Customer shall provide PETROCHEM USA, INC. with certificates or other evidence of such insurance. To the extent permitted by applicable law, Customer shall cause its insurers to waive any and all rights of subrogation against PETROCHEM USA, INC., and its affiliates, officers, directors, employees, agents, and representatives.

## **SITE SECURITY**

PETROCHEM USA, INC. employs commercially reasonable measures designed to detect and help prevent unauthorized access, data alteration, harmful code insertion, or other misuse of the Site. However, due to inherent technical, operational, and security risks associated with electronic systems and internet-based communications, PETROCHEM USA, INC. makes no representations or warranties, express or implied, that the Site or its content will be secure, uninterrupted, error-free, or free from viruses, malware, unauthorized access, or other harmful or destructive components.

Customer, and any user accessing the Site on Customer's behalf, expressly assumes sole and complete responsibility for maintaining the security, integrity, and protection of its own systems, networks, devices, and data when accessing or using the Site. Any unauthorized attempt to access, upload, modify, interfere with, disrupt, or damage the Site or its content is strictly prohibited and may result in civil and criminal liability to the fullest extent permitted by applicable law, including without limitation the Computer Fraud and Abuse Act and the National Information Infrastructure Protection Act.

## **CYBER / DATA DISCLAIMER**

PETROCHEM USA, INC. shall have no liability or responsibility for any loss, corruption, interception, unauthorized access, alteration, or misuse of data or information transmitted electronically, whether resulting from cyber incidents, system or network failures, transmission errors, security breaches, or the acts or omissions of third parties.

## **ACCESS OUTSIDE UNITED STATES**

If Customer or any user accesses the Site from outside the United States, such access is undertaken entirely at Customer's own risk. Customer is solely and fully responsible for compliance with these Terms and with all applicable laws, regulations, directives, codes, and rules of the United States, including without limitation U.S. export control, sanctions, and trade compliance laws and regulations, as well as the laws and regulations of the jurisdiction from which the Site is accessed and any other jurisdiction involved in the access, transmission, routing, receipt, disclosure, storage, or use of information on the Site or in any transactions conducted on or through the Site.

## **COMPLIANCE WITH LAWS AND EXPORT CONTROLS**

Customer represents, warrants, and covenants that it shall comply with all applicable laws, regulations, rules, and governmental requirements in connection with this Agreement, including without limitation all U.S. export control, economic sanctions, anti-bribery, anti-corruption, and trade compliance laws and regulations. Customer shall be solely responsible for obtaining any required licenses, permits, or authorizations and shall fully indemnify, defend, and hold harmless PETROCHEM USA, INC. from and against any violation of this provision.

Without limiting the foregoing, Customer represents and warrants that it is in compliance with, and shall continue to comply with, all applicable anti-corruption laws, including without limitation the U.S. Foreign Corrupt Practices Act and all applicable local anti-bribery statutes. Customer further represents and warrants that no improper payments, gifts, bribes, kickbacks, or anything of value will be offered, promised, authorized, or provided, directly or indirectly, in connection with any transaction contemplated by this Agreement.

## **GOVERNMENT CONTRACTS EXCLUSION**

This Agreement is not intended for use in connection with any government, public, or quasi-governmental procurement unless expressly agreed in writing by PETROCHEM USA, INC. and Customer. No Federal Acquisition Regulation (FAR), Defense Federal Acquisition Regulation Supplement (DFARS), or similar governmental contract clauses shall apply to this Agreement unless expressly incorporated by specific written reference.

## **INTELLECTUAL PROPERTY**

All intellectual property rights of any kind, whether existing now or arising in the future, including without limitation all formulations, technical data, know-how, processes, methods, designs, specifications, documentation, trade secrets, copyrights, patents, and other proprietary rights, shall remain the sole and exclusive property of PETROCHEM USA, INC. No license, right, or interest, whether express or implied, is granted to Customer except as expressly set forth in a written agreement signed by an authorized representative of PETROCHEM USA, INC..

## **CONFIDENTIALITY**

Any non-public, proprietary, or confidential information disclosed by PETROCHEM USA, INC., whether technical, commercial, financial, or otherwise, shall be maintained in strict confidence by Customer and shall not be disclosed to any third party or used for any purpose other than the performance of this Agreement, except as expressly authorized in writing by PETROCHEM USA, INC. or as required by applicable law.



If Customer is required by law, regulation, or legal process to disclose any confidential information, Customer shall, to the extent legally permitted, provide PETROCHEM USA, INC. with prompt written notice of such requirement and reasonably cooperate with PETROCHEM USA, INC. in seeking confidential treatment, a protective order, or other appropriate remedy. Customer shall disclose only that portion of the confidential information that is legally required to be disclosed.

#### **PUBLICITY / USE OF NAME**

Customer shall not use, publish, disclose, or otherwise reference the name, trademarks, trade names, service marks, logos, or branding of PETROCHEM USA, INC., whether in publicity, marketing, advertising, press releases, customer lists, case studies, or other disclosures, without the prior written consent of PETROCHEM USA, INC.

#### **SEVERABILITY**

If any provision of these Terms and Conditions is determined to be unlawful, void, or unenforceable for any reason, such provision shall be deemed severed and shall be enforced to the maximum extent permitted by applicable law. The validity, legality, and enforceability of the remaining provisions shall not be affected or impaired and shall remain valid, binding, and in full force and effect.

#### **APPLICABLE LAW AND DISPUTE RESOLUTION**

These Terms and Conditions, and any dispute, claim, or cause of action arising out of or relating to this Agreement, the products or services provided, or access to or use of the Site (each, a "Claim"), shall be governed by and construed exclusively in accordance with the laws of the State of Florida, USA, without regard to any conflict-of-laws principles or choice-of-law rules.

As a condition precedent to asserting any Claim, Customer must submit written notice of such Claim to PETROCHEM USA, INC. within thirty (30) days of the event giving rise to the Claim, describing the nature and basis of the Claim in reasonable detail. Any Claim not so submitted within such period shall be conclusively and irrevocably waived.

Any Claim timely submitted and not resolved by the parties within a reasonable period, not to exceed six (6) months from the date of submission, shall be resolved exclusively by final and binding arbitration administered by the American Arbitration Association in Miami, Florida, in accordance with its applicable commercial arbitration rules. CUSTOMER EXPRESSLY, KNOWINGLY, AND IRREVOCABLY WAIVES ANY RIGHT TO COMMENCE, MAINTAIN, OR PARTICIPATE IN ANY LITIGATION, CLASS ACTION, OR JURY TRIAL IN ANY COURT OR JURISDICTION AGAINST PETROCHEM USA, INC. arising out of or relating to this Agreement, the products or services, or the Site.

Any arbitral award shall exclude all special, indirect, incidental, exemplary, punitive, or consequential damages, and shall be final and binding upon the parties.

This class action waiver and jury trial waiver shall survive termination or expiration of this Agreement.

#### **PREVAILING PARTY ATTORNEYS' FEES**

In any action, arbitration, or other proceeding arising out of or relating to this Agreement, the products or services provided, or the enforcement of any rights hereunder, the prevailing party shall be entitled to recover its reasonable attorneys' fees, court costs, and other reasonable expenses incurred in connection with such action or proceeding.

#### **EQUITABLE RELIEF**

Customer acknowledges and agrees that any actual or threatened breach of this Agreement involving intellectual property rights, confidentiality obligations, or misuse of proprietary information may cause irreparable harm to PETROCHEM USA, INC. for which monetary damages would be an inadequate remedy. Accordingly, PETROCHEM USA, INC. shall be entitled to seek and obtain injunctive, equitable, or other similar relief, including temporary, preliminary, and permanent injunctive relief, without the necessity of posting bond or proving actual damages.

Notwithstanding any notice, cure, timing, or arbitration provisions set forth in this Agreement, PETROCHEM USA, INC. may seek such equitable relief in any court of competent jurisdiction to protect its intellectual property, confidential information, or proprietary rights.

#### **ENTIRE AGREEMENT**

This Agreement constitutes the complete, final, and exclusive understanding between Customer and PETROCHEM USA, INC. with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements, negotiations, representations, understandings, or warranties, whether written or oral. No amendment, modification, waiver, or supplementation of any provision of this Agreement shall be binding unless set forth in a written instrument expressly identified as such and signed by the President of PETROCHEM USA, INC. and Customer. References herein to "PETROCHEM USA, INC." shall be deemed to mean PETROCHEM USA, INC.

## **NO THIRD-PARTY BENEFICIARIES**

Nothing in this Agreement, whether express or implied, is intended to or shall be deemed to confer any rights, benefits, or remedies upon any third party.

## **WAIVER**

No failure or delay by PETROCHEM USA, INC. in exercising or enforcing any right, power, or remedy under this Agreement shall operate as a waiver thereof or of any other right, power, or remedy.

No course of dealing, course of performance, usage of trade, or delay in enforcement shall modify, interpret, supplement, or waive any provision of this Agreement.

Any waiver of any provision of this Agreement must be express, in writing, and signed by an authorized representative of PETROCHEM USA, INC., and shall apply only to the specific instance and purpose for which it is given.

## **SURVIVAL**

All provisions of this Agreement which by their nature or express terms are intended to survive termination or expiration of this Agreement shall survive, including without limitation provisions relating to payment obligations, warranties and disclaimers, limitation of liability, indemnification, confidentiality, intellectual property, dispute resolution, and governing law.

## **NOTICES**

All notices required or permitted under this Agreement shall be in writing and shall be deemed given: (i) when delivered electronically (including by email) to the email address last provided by the receiving party, provided no delivery failure notice is received; (ii) when delivered by a nationally recognized courier service; or (iii) when sent by certified or registered mail, return receipt requested, to the contact information last provided by the receiving party.

## **WEBSITE CONTENT**

PETROCHEM USA, INC. reserves the unrestricted right, in its sole discretion and at any time, to modify, update, suspend, restrict, or remove any content, functionality, or feature of the Site, in whole or in part, without notice or liability. References on the Site to any products, services, processes, or other information by trade name, trademark, manufacturer, supplier, or otherwise do not constitute and shall not be construed as an endorsement, sponsorship, affiliation, or recommendation by PETROCHEM USA, INC.

For questions or comments regarding the Site, please contact [info@petrochem.us](mailto:info@petrochem.us).

PETROCHEM USA, INC. does not control, endorse, or assume responsibility for any third-party websites, content, products, or services that may be referenced, linked, or otherwise made accessible through the Site. Any access to or reliance upon Site content or third-party content is undertaken solely at Customer's own risk.

## **ELECTRONIC ACCEPTANCE**

Use of the Site, products, or services constitutes Customer's electronic acceptance of these Terms, which shall be legally binding and enforceable to the same extent as if executed by a handwritten signature.

Electronic notices and communications shall be deemed received upon successful transmission, absent receipt of a bounce-back, delivery failure, or similar error notice.

## **COUNTERPARTS / ELECTRONIC RECORDS**

This Agreement may be executed in counterparts, including by electronic means, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

## **LANGUAGE**

This Agreement is drafted in the English language, which shall govern and control in all respects. Any translation of this Agreement is provided solely for convenience and shall have no legal effect or interpretive authority.