

Morton Salt, Inc. Terms and Conditions of Sale (Goods)

All sales of goods by Morton Salt, Inc. are subject to the following terms and conditions:

- 1. OFFER:** "SELLER" refers to Morton Salt, Inc., and "BUYER" refers to the purchaser of goods from SELLER. **SELLER'S OFFER OF SALE OF GOODS TO BUYER IS EXPRESSLY CONDITIONED ON AND STRICTLY LIMITED TO BUYER'S ACCEPTANCE OF THE TERMS AND CONDITIONS HEREIN (the "TERMS").** No terms or conditions included in or proposed by BUYER in BUYER'S bid, purchase order, form or other BUYER-issued document will be binding on SELLER unless expressly agreed to in writing by SELLER. SELLER manifestly rejects, and BUYER acknowledges SELLER'S rejection of, any additional or different terms or conditions included in or proposed by BUYER in BUYER'S bid, purchase order, form or other BUYER-issued document. If there is a conflict between any provisions of the TERMS and any terms or conditions of any BUYER document or proposal (including, without limitation, any BUYER document incorporated by reference therein), the TERMS will prevail. The TERMS govern all sales of goods by SELLER to BUYER.
- 2. PRICING:** Unless otherwise agreed in writing by BUYER and SELLER, the sales price of SELLER'S goods is F.O.B. SELLER'S plant or warehouse. On bulk shipments, SELLER'S weights at shipping origin, based on the bill of lading quantity, will govern pricing. Although it is SELLER'S intent to publish price increases for the goods at least 30 days prior to their effective date, SELLER reserves the right to publish price increases without advance notice.
- 3. FREIGHT:** If shipment is to be arranged by SELLER for BUYER'S account, the freight charges to BUYER will be based on SELLER'S freight rates; such rates may represent an average of carrier rates and may or may not include carrier surcharges and/or volume discounts. Shipments will be made with freight charges collect or, at SELLER'S option, freight will be prepaid and billed to BUYER. Stopoff charges and other accessorial charges must be paid by BUYER. On pooled shipments, delivered costs for the entire shipment may be based on the highest freight rate applicable to any of the stopoff points.
- 4. TAXES AND OTHER GOVERNMENTAL CHARGES:** All orders for goods from SELLER are subject to any manufacturing, production, processing, sales, use, transportation, and all other taxes (excluding those taxes based on SELLER'S income), tariffs, fees, charges, dues and duties now in effect or hereafter imposed by a governmental agency (local, state or federal), which are to be paid by BUYER. Additionally, BUYER will be responsible for all tax liabilities resulting from any trade or promotional allowances given by SELLER to BUYER.
- 5. PAYMENT TERMS:** Net cash payable within 30 days after date of invoice. All invoices payable at Dept. CH 19973, Palatine, IL 60055-9973, unless otherwise designated on the invoice. BUYER will pay a 1.5% per month surcharge upon any invoice not paid within 30 days. Such a surcharge does not constitute a further extension of credit but rather is an agreed upon measure of SELLER'S damages for delay in payment and from BUYER'S default hereunder, in addition to any other remedies that SELLER may be entitled to at law, in equity or pursuant to any written agreement between the BUYER and SELLER. BUYER will not withhold payment of any amounts due and payable by reason of any set-off of any claim or dispute with SELLER.
- 6. CREDIT:** SELLER reserves the right to limit, terminate or change the terms of any extension of credit to BUYER in its sole discretion. BUYER will from time to time provide SELLER with such financial information relative to BUYER and its operations as may be deemed relevant by SELLER for determining BUYER'S creditworthiness. BUYER authorizes SELLER to, from time to time, obtain one or more credit reports from any reporting agencies and to otherwise obtain information regarding BUYER from its creditors, and BUYER authorizes its creditors to give SELLER any information necessary that will aid SELLER in its credit investigation. If at any time BUYER'S financial condition deteriorates or becomes unsatisfactory to the SELLER before the delivery of goods or other grounds for insecurity warrant such action, SELLER may require (a) full or partial payment by BUYER prior to delivery and (b) the provision of security or other adequate assurance by BUYER in a form acceptable to SELLER. The foregoing remedies are in addition to and not in lieu of SELLER'S rights under Article 2 of the Uniform Commercial Code as enacted in the State of Kansas.
- 7. SOLVENCY:** BUYER'S issuance of a written purchase order for goods from SELLER or BUYER'S execution of a written agreement with SELLER will be deemed a written representation that BUYER is solvent, which representation will be deemed renewed by each order made by BUYER subsequent to the initial order or written agreement date, as applicable. Any sales made to BUYER by SELLER hereunder are expressly made in reliance upon BUYER'S representation of its solvency.
- 8. TITLE/RISK OF LOSS:** Unless otherwise agreed in writing by BUYER and SELLER, title and risk of loss of the Goods will pass from SELLER to BUYER: (a) upon loading of the goods onto a carrier provided by BUYER for pick-up orders for which BUYER arranges freight; or (b) upon unloading of the goods at the delivery location specified in the bill of lading for delivered orders for which SELLER arranges freight.
- 9. WARRANTIES:** SELLER warrants that, at time of delivery, the goods sold hereunder are merchantable and meets SELLER'S published specifications for the goods. SELLER warrants that the goods will be fit for a particular purpose only if SELLER at the time of contracting receives written notification of (a) the particular purpose for which the goods are required, and (b) that BUYER is relying on SELLER'S skill or judgment to select or furnish suitable goods. SELLER warrants that the goods sold hereunder were produced in compliance with the requirements of the Fair Labor Standards Act of 1938, as amended, and that it has not incorporated in the goods sold hereunder any goods known by it to have been produced in violation of said Act. **EXCEPT AS EXPRESSLY STATED IN THE FOREGOING, SELLER MAKES AND HAS MADE NO OTHER REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED.**
- 10. ASSUMPTION OF RISK; INDEMNIFICATION:** BUYER assumes the risk for results obtained from use of the goods sold to it hereunder, whether used alone or in combination with other products. BUYER assumes, and will indemnify and hold SELLER harmless from, any liability, loss, cost, damage and expense arising out of or in connection with the use or sale by BUYER or by any subsequent owner or user of the goods sold hereunder (including, without limitation, any infringement claim), except to the extent such is directly caused by the SELLER'S negligence in the manufacture or sale of the goods sold hereunder. BUYER will also indemnify and hold SELLER harmless from any liability, loss, cost, damage and expense arising out of or in connection with BUYER'S failure to comply with any law applicable to the TERMS or the performance of BUYER'S obligations hereunder. The sale of the goods hereunder is not to be construed as a recommendation for their use in violation of any patents, applicable laws or regulations. Any technical information furnished by SELLER is offered as a service and is given gratuitously, but BUYER assumes all risks in relying upon such information.
- 11. LIMITATION OF LIABILITY:** SELLER'S liability hereunder will be limited to the replacement of any improper or defective goods or the return of the purchase price thereof, at SELLER'S option. In no event will SELLER be liable to BUYER or any subsequent owner or user of the goods sold hereunder for (a) any special, incidental, indirect or consequential damages or (b) any liability, loss, cost, damage or expense arising from loss of data or other losses arising or resulting from viruses, ransomware, cyberattacks, or failures or interruptions to SELLER'S network systems, and in no event in an amount in excess of the invoice amount of the goods in question sold hereunder. SELLER is not responsible for damage to goods in transit. In the event shipping is arranged by SELLER, SELLER will process claims for loss or damage on BUYER'S behalf only if supported by proof of loss or damage satisfactory to SELLER.
- 12. FORCE MAJEURE:** SELLER will not be liable for, or be in breach or default of its obligations due to, any delays, interruption, or failure to perform hereunder where such delay, interruption or failure is caused, in whole or in part, by a Force Majeure Event (defined below). If SELLER'S performance is delayed, prevented or impacted by a Force Majeure Event or its continued effects, SELLER will be excused from performance during the continuance of the Force Majeure Event plus such additional time as may be reasonably necessary to overcome the effect of such Force Majeure Event. "Force Majeure Event" means any condition, cause or event beyond SELLER'S reasonable control (whether foreseeable or unforeseeable) that impedes SELLER'S performance hereunder, including, but not limited to, any act of God or the public enemy; fires; explosion; sabotage; perils of the sea; embargoes; accidents; riots; floods; war; acts of terrorism; strike; lockout; labor disturbances; inability to obtain goods; fuel or equipment shortages or failures in production, production equipment or contingencies of transportation; interruptions or degradations in telecommunications, computer, network, or electronic communications systems or cyberattacks; laws; orders; or any act or request of government, provided that written notice of such interference will be given to the BUYER as promptly as practicable of the nature and probable duration of same. In the event of a Force Majeure Event, SELLER will use its reasonable best efforts to resume performance at the earliest practicable date, provided that the settlement of any strike or labor dispute will be within SELLER'S sole discretion and the failure by SELLER to prevent or settle any strike or labor dispute will not be considered to be a matter within the control of SELLER hereunder.
- 13. CONFIDENTIALITY:** All nonpublic data and information relating to SELLER'S operations and the goods produced or supplied by SELLER (including, without limitation, SELLER'S product specifications, technical data, quality control standards, and pricing for the goods sold to BUYER) constitutes SELLER'S confidential information and will be maintained in strict confidence by BUYER and will not be disclosed to any third party without SELLER'S prior written consent. If BUYER and SELLER have entered into a separate written agreement protecting confidential information, then both this section and the other agreement will be effective, and if there is a conflict between the two, the more protective provision will control.
- 14. INTELLECTUAL PROPERTY:** Nothing herein alters SELLER'S pre-existing rights (including, without limitation, intellectual property rights) in any and all of SELLER'S products, including SELLER'S technical, regulatory, and quality specifications for such products, which will remain property of SELLER.
- 15. CLAIMS:** Any claims by BUYER regarding the goods will be promptly made by BUYER in writing to SELLER within one year of the date of BUYER'S purchase of the goods, and no claims will be made for less than \$100.
- 16. EXPORT/SANCTION CONTROLS:** SELLER'S goods are made and intended for sale in the United States only. BUYER will comply with all export and import laws of the United States and any other country involved in the sale of goods hereunder or any resale of the goods by BUYER. Without limiting the foregoing, BUYER (a) assumes all responsibility for shipments of goods requiring any government export/import clearance, including, but not limited to, obtaining any required licenses or item classifications to export, re-export, or import goods or deliverables contemplated hereunder; (b) covenants not to sell, transfer, export, or re-export goods, articles, technical data, or other information received from SELLER, or release or transfer goods, articles, technical data, or other information provided by SELLER hereunder, in violation of the export laws of the United States (including, without limitation, export or re-export goods or deliverables to entities on the current US export exclusion lists or to any embargoed or terrorist supporting countries as specified in the US Export Administration Regulations (EAR)); (c) will undertake its best efforts to ensure that the purpose of this clause is not frustrated by any third parties further down the commercial chain, including possible resellers; and, (d) will promptly notify SELLER in writing of any criminal conviction, debarment, indictment or other charge of violating criminal statutes or regulations, ineligibility to contract with or to receive a license or other authorization for a government agency, or denial, suspension or revocation of eligibility to be involved in exports or imports. If requested by SELLER, BUYER will sign written assurances and other export/import related documents, as may be required under applicable laws.
- 17. NOTICES:** Any notices to SELLER be made in writing and addressed to Morton Salt, Inc., Attention: General Counsel, 40 Corporate Woods, 9401 Indian Creek Parkway, Suite 1500, Overland Park, Kansas 66210 USA, with copy to be sent electronically to legalnotices@mortonsalt.com.
- 18. APPLICABLE LAW; JURISDICTION:** The TERMS and all sales contemplated hereunder will be governed by and interpreted in accordance with the laws of the State of Kansas (United States of America), without regard to its choice of law or conflicts of laws provisions or rules. All disputes arising under the TERMS and any sale contemplated hereunder will be litigated in a court of competent jurisdiction in Johnson County, Kansas. BUYER irrevocably submits to the jurisdiction of such courts in any such suit, action or proceeding, and BUYER waives objection to the venue of any proceeding in any such court or that such court provides an inconvenient forum. BUYER and SELLER agree that the United Nations Convention on Contracts for the International Sale of Goods does not apply to the sale of goods hereunder. **BUYER waives its right to jury trial in the event that SELLER is required to institute suit for amounts owed or other breach or default by BUYER hereunder.**
- 19. MISCELLANEOUS:** BUYER may not assign its rights or obligations under the TERMS to a third party without SELLER'S prior written consent. The failure of SELLER, at any time or from time to time, to enforce any provisions of the TERMS or to exercise any of its rights provided herein does not constitute a waiver of such provisions. If any provision herein is deemed invalid or unenforceable, it will not render invalid or unenforceable the remaining provisions hereof or affect the validity or enforceability of any of the provisions hereof. The headings contained in the TERMS are for convenience of reference only and will not have any effect on the interpretation or enforceability of the provisions hereof.
- 20. ENTIRE AGREEMENT:** The TERMS, together with SELLER'S invoice for the goods and any separate written contract signed by BUYER and SELLER (including, but not limited to, any written financing, security, credit support and/or guaranty agreements entered into by the parties), constitute the entire contract regarding the sale of goods by SELLER to BUYER and purchase by BUYER of such goods, and supersedes all prior oral or written negotiations and understandings regarding the same subject matter. Any modification of this contract is effective only if made in a written agreement signed by BUYER and SELLER.

(Rev. 10/2025)