



BILL TO: RXO CAPACITY SOLUTIONS LLC 11215 N COMMUNITY HOUSE ROAD CHARLOTTE, NC 28277 INVOICE DATE: 05/27/2025 INVOICE #: R92566 TERMS: NET 30 DUE DATE: 06/27/2025

DATE	CUSTOMER REF#	ORIGIN - DESTINATION	QUANTITY	RATE	AMOUNT
05/23/2025		605 Mountain View Drive, Smithfield, PA 15478 - 1111 Izaak Walton Rd, Seward, NE 68434, USA			
		Freight Income	1	\$1,900.00	\$1,900.00

TOTAL

\$1,900.00

PLEASE NOTE

The right to payment under this invoice has been assigned to Compass payment Solutions LLC (CFS) and all payments hereunder are to be directed to the assignee at the address noted below. Remittances to other than CFS do not constitute payment of this invoice. CFS must be given notification of any claims, agreements or merchandise returns which would affect the payment of all or part of this Invoice on the due date. COMPASS FUNDING SOLUTIONS LLC P.O.BOX 205154 DALLAS, TX 75320-5154

Tel: 844-899-8092



LZ18333443

Load Confirmation 18333443



TION	CONTACT INFORMATION		
Contact	RXO, Inc.	After Hours	
Leo D	Jared Soderholm	704-512-0420	
6305661634	773-365-6497	internaltrack@rxo.com	
	Leo D	Contact RXO, Inc. Leo D Jared Soderholm 6305661634 773-365-6497	

PAYMENT		
Carrier Pay Breakdown		Bill To Address
LNH Line Haul Flat	\$1900.00	RXO
		PO Box 49069
		Charlotte, NC 28277
Total Carrier Pay	\$1900.00	
		Please refer to section Paperwork Submission for options on where to send your Invoice, POD and accessorial receipts (if applicable) for payments

Please sign and com	plete this form to submit as you	ur invoice.		
Driver Name	Driver Phone #	Tractor #	Trailer #	Carrier Invoice #
Krste		763	W94944	

Signature

Carrier will perform the transportation described in this load confirmation subject to and in accordance with the Motor Carrier Transportation Agreement between Carrier and RXO Capacity Solutions, LLC or RXO Capacity Solutions, Inc. and/or the Carrier Agreement between Carrier and Coyote Logistics, LLC (in each case, the "Agreement"), which is incorporated herein by reference. Carrier acknowledges that RXO Capacity Solutions, LLC's, RXO Capacity Solutions, Inc.'s and/or Coyote Logistics, LLC's customers or shippers may have special requirements for this shipment. By accepting the shipment described in this load confirmation, Carrier agrees to the rates and charges stated in this load confirmation and to special requirements communicated to Carrier by, as applicable, RXO Capacity Solutions, LLC, RXO Capacity Solutions, Inc., Coyote Logistics, LLC or their customer, or the shipper.



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	IATION				
Order #	Total Weight (lbs.)	Equipment	Temp	Reference #	
18333443	10000.00	Van	N/A - N/A	BM sew	

STOP	DETAIL				
Туре	Date/Time	Name and Address	Commodity	Weight (Ibs)/Cases/Dims	Reference #
PU	05/23/25 10:00 - 15:00	Johnson Matthey 605 Mountian View Drive Smithfield, PA 15478	AUTOMOTIVE FREIGHT	10000 (13) Dim: 42.00 × 40.00 × 40.00	PU 127167
SO	05/27/25 07:00 - 07:00	Tenneco - Seward 1111 Izaak Walton Rd Seward, NE 68434	AUTOMOTIVE FREIGHT	10000 (13) Dim: 42.00 × 40.00 × 40.00	

NOTES

Order Notes

•Two (2) hours free time granted per stop. •Detention in excess of free time will be charged at \$30per hour in quarter hour increments, rounding to the nearest quarter. Detention must be documented and IS subject to meeting your appointment time. •Driver layover \$250 per night.

\$300 fine for missed delivery \$100 fine if not autotracked

As of 11/01, XPO Logistics, LLC is spinning off into a brand new company, RXO, Inc. Over the next few weeks you may see both company names being utilized on load postings and paperwork as we complete spin related activities. If you have any questions please work with your RXO rep or email us at RXOQuestions@RXO.com.

Paperwork must be submitted within 48 hours of delivery

POD required : POD must be received by RXO within 48 hours of delivery

Book loads with RXO Connect

Get real-time access to thousands of available loads.







Load Confirmation 18333443



BOL required : BOL must be received by RXO within 24 hours of delivery

BOL required : BOL for each PO must be signed

BOL required : In and out times must be signed by shipper or consignee

Receipts required for any accessorial reimbursement : Must submit receipts for accessorials within 48 hours of delivery to get reimbursement

Receipts required for any accessorial reimbursement : Lumper receipts required

Auto tracking required : Tracking frequency: 30 mins

Auto tracking required : \$ 100 fine if not auto-tracked

Auto tracking required : Not eligible for detention and layover if not tracked

Notify RXO immediately of any issue that will delay delivery

TONU: \$150 : Trailer rejections will not be paid TONU

TONU: \$150 : In order to qualify for tonu, driver must be dispatched by rxo prior to arriving to the shipper

Detention : Grace period hours: 2

Detention : Compensation per hour: \$25

Detention : Max hours reimbursement: 8

Detention : Broker must be notified prior to detention beginning

Detention : Layover after 8 hours

Layover compensation: \$150

Contact RXO if overweight before leaving shipper.

Damaged product must be reported to RXO by driver prior to leaving shipper or receiver.

Any discrepancies must be reported to RXO by driver before leaving facility.

Driver and dispatcher are to follow policies and procedures outlined on the high value HVHR addendum

Notify RXO immediately of any rejected material.

Pickup Street address and pickup Reference number will be provided only after auto-tracking update.

Location Notes

INSTRUCTIONS

RXO Requirements

Carriers must provide RXO with timely updates of arrival/departure at all stops and while in transit by utilizing a method of auto tracking or by calling 833-TRAK RXO (1-833-872-5796).

Any discrepancies or incident affecting transportation such as overages, shortages, damages, trailer seal discrepancies, failure of any temperature control equipment or other conditions that may render (or may have rendered) food unsafe during transportation, or detention must be reported immediately. All accessorial charges must be reported within 24 hours of delivery to be reimbursed.

Paperwork Submission







Load Confirmation 18333443



Use one of the options below to submit your invoice, POD and all applicable receipts

- Join TriumphPayment Network at https://secure.triumphpay.com/ and claim RXO as your broker to upload your paperwork
- RXO Connect for desktop or RXO Drive for our mobile app
- Velocity (on desktop or mobile app). Use code XPOL
- Email carrierpaperwork@rxo.com

Accessorial Approval Requests

Alert your broker immediately for approval and to receive payment for accessorial charges incurred after the initial rate confirmation.

Payment Status Questions

For users with 30-day payment terms:

- APinvoices@rxo.com
- 1-855-976-5623 and select option 4, then option 1, and option 1

For users with quick pay payment terms:

- QuickPay@rxo.com
- 1-855-976-5623 and select option 4, then option 1, and option 2

Quick Pay

Sign up for QuickPay on TriumphPay Network to get same-day quick pay for only 2.5%. Plus, with TriumphPay, manage payments, check invoices and see remittance details for seamless payments. For more information, email quickpaysetup@rxo.com.

RXO offers exclusive discounts through the RXO Extra program. Click here to check out savings on fuel, maintenance and tires, factoring and more.

Notice of Assignments, Letters of Release and change of address request are to be submitted to carrierpayupdate@rxo.com to be updated. Failure to do so may result in delayed payment.

Remittance Changes and Payment Requests

Start by creating a profile on the Triumph Payment Network at https://secure.triumphpay.com/. Then claim RXO as your broker. In the platform, manage payments, check invoices and see remittance details for seamless payments.



JM	Johnson Matthey Inc. US Smithfield Clean Air		Delivery N	lote
Q.V.	Mountain View Drive Smithfield Pennsylvania		Delivery Number	80366848
	15478 USA VAT Reg No. (724) 564 7200		Despatch Date	23-MAY-2025
Sold-To Tenneco Automotive Inc P O Box 30042 College Station TX 77842-0000		1111 Izaak	Address utomotive Inc k Walton Road 68434-0000	
Shipment Information		Kind of Pa	ckages, Description o	f Goods
Country of Despatch U	ISA	Gross Wgt		1.179,096
	ISA	Net Wgt (K		1.119,096
		No.of Pack	and the second se	2
	load	NO.OF FACK	ages	2
	eonard's Express Inc			
	CA Pottstown			
Our Shipment Ref 1	27167			
Departure Date from Port/Airport	Port/Airport of Loading	Bill of Ladir	ng/Airway Bill No.	
Vessel/Flight no.	Port/Airport of Discharge	Vehicle/Co	ntainer Seal	
Shipping Marks		Additional	Information	
		IT DETAILS		
Details	Description	Quantity	Batch	Origin Batch Qty
PO Number: 55000562 Customer Call-off Ref 55000562				
H/S Code 842. Customer Part No:	10 JD40488/JM CERAMIO 30006986 EXHAUST CATALYST 1.32.0000 82484620 DZ111828 NMFC No 8421.32.00			SA 108 PC
EMERGENCY CONTACT:(724) 564 72 14706(c) (1) (A) and (B).	00 Note: OTE Liability Limitation	for loss or da	mage in this shipment m	hay be applicable. See 49 U.S.C.
Consignee			Consignor	
Consignee			AMA	Hulat
Consignee Signature			Signature	Hulalit
Consignee			Signature Loaded By	3-MAY-2025
Consignee Signature Received by	 MAY 2 7 2	025	Signature Loaded By	3-MAY-2025
Consignee Signature Received by	MAY 2 7 2	025	Signature Loaded By	<u>Ни шил</u> з-мау-2025
Consignee Signature Received by	MAY 27 2 Jennef He	1025 Off-	Signature Loaded By	3-MAY-2025



GENERAL TERMS AND CONDITIONS

Conclusion: Acceptance is limited to the terms stated herein, and any additional or different terms are hereby rejected unless expressly asserted to in writing by Johnson Matthey Inc. ("JHI"). All contracts made to JMI shall be deemed to have been made at Wayne, PA and shall be interpreted solely under Pennsylvania laws without reference to its conflict of laws principles and Purchaser's assent to these terms and conditions shall be conclusively presumed from Purchaser's receipt of JHI's acknowledgement without prompt written objection thereto or from Purchaser's acceptance of all or any part of the goods or services ordered. Any reference to Purchaser's order noted herein shall not affect or limit the applicability of these terms and conditions.
 <u>1 Taxes</u>: Any present or future duty, sales, use, excise or other taxes, whether Federal, state or local, applicable to this transaction are not included in the price herein stated and when due shall be paid by the Purchaser without cost or charge to DNI, Purchaser's order shall be binding on the parties and cancellation, rescission, suspension, or modifications will be accepted only upon terms that will indemnify JMI against all losses ar damages, and provide JNI with the profit that JNI would have earned on the sale to the product if Purchaser had not cancelled, rescinded, suspended or modified its order.
 <u>1 Takes to Product</u>: Title to and risk of loss or of damage to product in functions expression delivery of the product to the product in good order to common carrier at point of shipment. Purchaser agrees to accurately check shipment when it arrives at destination and to file immediate claim within ten (10) days wit local carrier agent for any shortages or damage and to immediately so advise JNI in writing. No product is to be returned to JMI for any reason without JMI's written permission.
 <u>2 Changes</u>: No change in an order shall have any force, effect or validity whatsoever except with JMI's written consent, and under conditions which will indem

changes must be submitted to JMI by the Purchaser in writing.

6. Tolerances: Unless otherwise stated, commercial tolerances, usually applicable to the product, shall apply.

Characteristics: Unless outerwise stated, commercial tolerances, usually applicable to the product, shall apply. Excusable Delays: Onoginal agreed upon times are not deemed of the essence of an accepted order and reasonable variations from originally agreed upon times will be accepted by Purchaser. JMI shall not be liable i any way for any delay due to strikes, differences with workers, accidents to the machinery, delays of carriers, fires, acts of God or a public enemy, or other causes of delay beyond its reasonable control. If the Purchase delays shipment, payments are to be made as though shipment had been made as specified and the product shall be at Purchaser's risk and subject to reasonable storage charges. The order delay will also b

directly extended by any delays due to be made as unough shipment had been made as specified and the product shall be at Pruchaser's risk and subject to reasonable storage charges. The top delay due that as the directly extended by any delays due to awaiting drawing approximately to the made as the product shall be at Pruchaser, or delay or defect in support defect in support of the pruchaser in and to the product purchased by any delays due to awaiting drawing approximately to the support of the purchaser. The top defect is support of the purchaser in and to the product purchased by any delays due to awaiting drawing approximately to the "Collateral"); provided, however, that JNL's security interest in product purchased hereunder shall terminate upon full payment of the purchaser price and related charges therefore. Notwithstanding any other provision of this Agreement, if Purchaser breaches this Agreement, JNL shall be entitled to foreclose on the Collateral and shall have all remedies available to secure parties under the Uniform Commercial Code. Purchaser authorizes ar empowers JNL to execute on behalf of Purchaser and to file such financing and continuation statements as JMI deems appropriate to perfect its security interest in the Collateral, and to notify Purchaser's creditors of JMI's security interest. security interest

Security interest: 9. Refusation Accept Delivery: Accepted orders are for shipment as soon as manufactured, and are not subject to suspension or to deferred shipments, except with JMI's written consent up for all loss or damages arising therefrom.

10. Patent Liability: The Purchaser assumes and will bear the expense of, and will hold JMI harmless from and against, any suit, claim, or damages (including costs, expenses and reasonable attorneys' fees) incurred t The Portiser assumes and will beer the expense or, and will not an intrinses from and against, any suit, claim, or damages (including costs, expenses and reasonable expenses are reasonable expenses and reasonable expenses and reasonable expenses are reasonable expenses and reasonable expenses are reasonable expenses and reasonable expenses and reasonable expenses are reasonable expenses and reasonable expenses are reasonable expenses and reasonable expenses are reasonable expenses are reasonable expenses are reasonable expenses and reasonable expenses are reasonable expenses

or foreign patent because of use of equipment in Purchaser's Installation. 11. <u>Limited Warranty</u>: Subject to the limitation of Section 12, JMI warrants title and that all products sold hereunder shall conform to the JMI's standard specifications for the products, subject to reasonable manufacturing tolerances, for a period of one year from the date of the first use of the product or thirteen months from shipment, whichever occurs first. All products delivered hereunder shall be produced in compliance with the Fail Labor Standards Act of 1938 as amended. Except to the extent provided in an additional accompanying warranty statement if any, relating to a specific product covered by this order, THE FOREGOING IS THE SOLE AND EXCLUSIVE WARRANTY AND JMI MAKES NO OTHER REPRESENTATION OR WARRANTY OF MAY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOF PARTICULAR PURPOSE, OR ANY OTHER MATTER WITH RESPECT TO THE PRODUCTS, whether used alone or in combination with other substances. Any suggestions made by JMI concerning uses or applications of saic products reflect JMI's opinion only and JMI makes no warranty of results to be obtained. This warranty does not extend to the process of manufacture nor to the quality of any other components, processes, facilities on product. JMI shall not be responsible for work done, material furnished or repairs made by others unless agreed to in writing, and reserves the right of doing or supervising any necessary repair work incident to putting products. In proper operation. Purchaser agrees to use reasonable care in the operation and maintenance of products provided in accordance with instructions furnished by JMI. Standard components, such as compressors motors, Instruments, etc. which are an Integral part of the products.

motors, Instruments, etc. which are an integral part of the products, will be guaranteed to the extent of the warranty offered by that manufacturer. 12. Limitation of Liability: Within ten days after receipt of each shipment of products sold hereunder, Purchaser shall examine such products for any damage, defects or shortage. All claims, including for alleged damage or defective products, shortage or non-deliverance of products, negligence or any other cause whatsoever, which could have been discovered by such inspection shall be deemed waived unless made in writing and received with the total of the products. or defective products, shortage or non-deliverance of products, negligence or any other cause whatsoever, which could have been discovered by such inspection shall be deemed waived unless made in writing and received by JMI within thirty days after Purchaser's receipt of the products. Failure of Purchaser to give notice of any claim within such time period shall be deemed an absolute and unconditional waiver of such claim, irrespective of whether the facts giving rise to such claim shall have been discovered or whether processing, use or resale of the product shall have taken place. JMI's determination of the validity of any claimed defect shall be conclusive and binding on Purchaser. PURCHASER'S EXCLUSIVE REMEDY SHALL BE FOR DIRECT DAMAGES ANDIM's TOTAL, COMPLETE AND EXCLUSIVE LIABILITY FOR ANY AND ALL LOSSESOR DAMAGES RESULTING FROM ANY CAUSE WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, BREACH OF WARRANTY, NEGLIGENCE OR STRICT LIABILITY, SHALL IN NO EVENT EXCEED THE PURCHASE PRICE OF THE PRODUCTS IN RESPECT TO WHICH THE CLAIM IS MADE, OR AT THE ELECTION OF JMI, THE REPAIR OR REPLACEMENT OF SUCH PRODUCTS. JMI shall not be liable for, and Purchaser assumes responsibility for, all personal injury and property damage resulting from the handling, possession, use or resale of the products. IN NO EVENT SHALL JMI BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER PURCHASER'S CLAIM IS IN CONTRACT NEGLIGENCE, STRICT LIABILITY OR OTHER WISE. Transportation charges for the return of products shall not be lable durines authorized in advance by JMI. JMI shall not indemnify nor be liable to Purchaser, eventaser, purchaser, spruchases, lessees or licensees, or to any person or entity for any claims, losses, expenses or judgments arising out of or resulting in any way from the product or integration of compatibility of the product with any other components, processes, facilities or equipment which are not supplied by JMI. J. <u>Use of Product</u>: Purchaser exponsibility to properly install and operate the product a

13. Use of Product: Purchaser acknowledges and agrees that, with respect to product sold to Purchaser hereunder, Purchaser shall have the sole responsibility to properly install and operate the product and to determine and comply with all applicable federal, state, local and regulated use restrictions and requirements, including, without limitation, the continuing responsibility to properly install and operate the product is in full compliance with all applicable federal, state, local and regulated use restrictions and requirements, including, without limitation, the continuing responsibility to ensure that the use of product is in full compliance with all applicable environmental laws and regulations. Purchaser further acknowledges and agrees that JMI shall have no responsibility at any time with respect to the foregoing, and agrees to indemnify, defend and hold JM harmless from and against any and all losses, claims, liabilities and damages (including costs, expenses and reasonable attorneys' fees) incurred by JMI, resulting from any violation by Purchaser of the section.
14. Confidential Information fore purposes hereof, "Confidential Information" shall include the manufacturing engineering, technical, business financial and other nonpublic information relating to the technology or busines of JMI, and other non-public Information and disclose Confidential Information to any third persons, (ii) not duplicate or publish any Confidential Information, and (iii) use Confidential Information on any third persons, (ii) not duplicate or publish any Confidential Information, and disclose Confidential Information to any third persons, (ii) not duplicate or publish any Confidential Information, and (iii) use Confidential Information on any third persons, (ii) not duplicate or publish any Confidential Information, and (iii) use Confidential Information on any enter remedy to which it may be entitled to enforce is rights hereunder by all available legal and equitable remedies, Including, without limitation, the

16. Entirety of Agreement: The terms and conditions contained herein, constitute the entire agreement between JMI and the Purchaser and shall supersede all previous communications, representations or agreements either verbal or written with respect to the subject matter described. No alteration or modification of these terms and conditions shall have any force, effect or validity whatsoever unless it shall be in writing signed by JMI and shall state that it is intended to be effective as such alteration or modification.



GENERAL TERMS AND CONDITIONS

GENERAL TERMS AND CONDITIONS
1. Acceptance: Acceptance is limited to the terms stated herein, and any additional or different terms are hereby rejected unless expressly asserted to in writing by Johnson Matthey Inc. ("JMI"). All contracts made JMI shall be deemed to have been made at Wayne, PA and shall be interpreted solely unler Pennsylvania laws without reference to its conflict of laws principles and Purchaser's assert to these terms and conditions shall conclusively presumed from Purchaser's receipt of JMI's acknowledgement without prompt written objection thereto or from Purchaser's acceptance of all or any part of the goods or services ordered. Any reference Purchaser's order noted herein shall not affect or limit the applicability of these terms and conditions. 2. Taxes: Any present or future duty, sales, use, excise or other taxes, whether Federal, state or local, applicabile to this transaction are not included in the price herein stated and when due shall be paid by the Purchaser's without cost or charge to JMI, Purchaser's hall supply JMI with any sales or use tax exemption or resale certificates prior to shipment. 3. <u>Cancellation</u>: Acceptance of Purchaser's order shall be binding on the paties and cancellation, resclission, suspension, or modifications will be accepted only upon terms that will indemnify JMI against all losses a damages, and provide JMI with the profit that JMI would have earned on the sale of the product of Purchaser upon delivery of the product or bine cornior. For exponsibility of JMI as to damage to product in tran-damages, and provide JMI with the profit that JMI would have earned on the sale of the product of the product to the cornmon carrier. The responsibility of JMI as to damage to product in tran-

 Security and provide bill with the profit that JNI would have earned on the sale of the product if Purchaser had not cancelled, rescribed, suspended or modified its order.
 Title and Risk of Loss to Product: Title to and risk of loss or of damage to product shall pass to Purchaser upon delivery of the product to the common carrier. The responsibility of JNI as to damage to product in tran ceases upon delivery of the product in good order to common carrier at point of shipment. Purchaser agrees to accurately check shipment when it arrives at destination and to file immediate claim within ten (10) days w local carrier agent for any shortages or damage and to immediately so advise JNI in writing. No product is to be returned to JNI for any reason without JNI's written permission.
 Changes: No change in an order shall have any force, effect or validity whatsoever except with JNI's written consent, and under conditions which will indemnify JMI for costs of such changes. Detailed descriptions changes must be submitted to JNI by the Purchaser in writing.
 Changes: Unless otherwise stated, commercial tolerances, usually applicable to the product, shall apply.
 <u>Sciences:</u> Unless otherwise stated, commercial tolerances, usually applicable to the product shall apply.
 <u>Sciences:</u> Unless otherwise states, differences with workers, accidents to the machinery, delays of carriers, fires, acts of God or a public enemy, or other causes of delay beyond its reasonable control. If the Purchaser.
 <u>Security Interest:</u> Purchaser practice using approval, temporary work suspension requests, permitted changes by the Purchaser, or delay or defect in supply of raw materials to be provided by Purchaser.
 <u>Security Interest:</u> Purchaser practs to JNI a continuing lien on and first priority security interest in all right, tile and interest of Purchaser in and to the provided by Purchaser. Needball of the provided by Purchaser hade be nereby (the security interest.

9. Refusal to Accept Delivery: Accepted orders are for shipment as soon as manufactured, and are not subject to suspension or to deferred shipments, except with JMI's written consent upon terms which will indemnify JM for all loss or damages arising therefrom.

10. Patent Liability: The Purchaser assumes and will bear the expense of, and will hold JMI harmless from and against, any suit, claim, or damages (including costs, expenses and reasonable attorneys' fees) incurred JMI ansing from or out of any patent liability for goods manufactured to Purchaser's design or specification, or specially designed by JMI to meet Purchaser's requirements, or for actual or alleged infringement of any U. reign patent because of use of equipment in Purchaser's installation.

11. Limited Warranty: Subject to the limitation of Section 12, JMI warrants title and that all products sold hereunder shall conform to the JMI's standard specifications for the products, subject to reasonable manufactu At <u>United Warranty</u>: Subject to the limitation of Section 12, JMI warrants title and that all products solid hereunder shall conform to the JMI's standard specifications for the products, subject to reasonable manufacturing to learners, for a period of one year from the date of the first use of the product or thirteen months from shipment, whichever occurs first. All products delivered hereunder shall be product or thirteen with the Fit Labor Standard specifications for the pade of the first use of the product or thirteen months from shipment, whichever occurs first. All products delivered hereunder shall be produced in an additional accompanying warranty statement if any, relating to a specific product covered by this order, THE FOREGOING IS THE SOLE AN EXCLUSIVE WARRANTY AND JMI MAKES NO OTHER REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FC PARTICULAR PURPOSE, OR ANY OTHER MATTER WITH RESPECT TO THE PRODUCTS, whether used alone or in combination with other substances. Any suggestions made by JMI concerning uses or applications of sa products reflect JMI's opinion only and JMI makes no warranty of results to be obtained. This warranty does not extend to the process of manufacture nor to the quality of any other components, processes, facilities - equipment which are not supplied by JMI and in connection with which the products to be obtained. This warranty does not extend to the process of manufacture nor to the quality of any other components, processes, facilities - equipment which are not supplied by JMI and in connection with which the products to be obtained to miting, and reserves the right of doing or supervising any necessary repair work incident to putting products provided in accordance with instructions furnished by JMI. Standard components, such as compressor mothers and interval of the protect of the purpervision of and maintenance of products provided in accordance with instructions furnished by JMI. Standar

product. JNI shall not be responsible for work done, material furnished or repairs made by others unless agreed to in writing, and reserves the right of doing or supervising any necessary repair work incident to puttin products in proper operation. Durchaser agrees to use reasonable care in the operation and maintenance of products provided in accordance with instructions furnished by JNI. Standard components, such as compressor motors, instruments, etc. which are an integral part of the products, will be guaranteed to the extend to the warranty offered by that manufacturer. 12. Limitation of Liability: Whitin ten days a before except of products, failure of products of any dama with such three prints of any damage, defects or shortage. All claims, including for alleged damag or defective products, shortage or non-deliverance of products, nalive of products, failure of the case whatsover, which could have been discovered by such inspection shall be deemed an absolute and unconditional wave of such claim, including for any claimed defect shall be conclusive whether the facts giving rise to such claim shall have been discovered or whether processing, use or resale of the product shall have taken place. JMI's determination of the validity of any claimed defect shall be conclusive whether the facts giving rise to such claim shall have been discovered or STAICT LIABILTY, SHALL IN NO EVENT EXCEED THE PURCHASE FECULTIVE FROM LINE FROM EXAMPSE CLAIM IS INDERCHO WARAGES RESULTION FROM ANY AND ALL LOSSESON DAMAGES RESULTION FROM ANY CAUSE WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, BREACH OF WARAMITY, NEGLIGENCE CO STAICT LIABILTY, SHALL IN NO EVENT EXCEED THE PURCHASE FECULTIVE AND desceres and products and presental invitors and breading on presenta or any person or entity for any claima ere situation from the handling, possession, use or resale of the products. IN NO EVENT SKALL BILL FOR SPECIAL, INCLIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER PURCHASER'S CLAIM IS IN CONTRAC NEGLIGENCE, STAICT LUBILTY OR OTHERWISE

and shall state that it is intended to be effective as such alteration or modification.



JM	Johnson Matthey Inc. US Smithfield Clean Air	Delivery	Note
	Mountain View Drive Smithfield Pennsylvania	Delivery Number	80366850
	15478 USA VAT Reg No. (724) 564 7200	Despatch Date	23-MAY-2025
This is to certify that th	e abovenamed materials	Carrier acknowledge	ges receipt of packages and

This is to certify that the abovenamed materials are properly classified, described, packaged, marked and labeled, and are in proper condition for transportation according to the applicable regulations of the Department of Transportation."

RECEIVED, subject to individually determined rates or contracts that have been agreed upon in writing between the carrier and shipper, if applicable, otherwise to the rates, classifications and rules that have been established by the carrier and are available to the shipper, on request, and to all applicable state and federal regulations. Carrier acknowledges receipt of packages and required placards. Carrier certifies emergency response information was made and/or carrier had the DOT emergency response guidebook or equivalent documentation in the vehicle.

Property described above is received in good order, except as noted.

The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

Johnson Matthey Inc. Clean Air Audubon Devon Park Drive, Wayne, USA, Pennsylvania, 19087 Website: http://matthey.com/about_us/divisions/clean-air The supply of any goods by Johnson Matthey Inc. shall be subject to the Johnson Matthey Inc. Terms &

Conditions of sale, a copy of which is issued with this document.



Mountain View Drive Smithfield Pennsylvania 13478 USA VAT Reg No. (224) 564 7200 Delivery flumber 80366846 Sold-To Tenneco Automotive Inc P O Box 30042 College Station TX 77842-0000 23-MAY-2025 Shipment Information Country of Despatch Seward NE 68434-0000 Shipment Information Country of Despatch USA USA (KG) Country of Despatch USA College Station TX 77842-0000 Shipment Information Country of Despatch USA Country of Despatch Country of Despatch USA Country of Despatch Oar Fransport Country of Despatch USA Country of Despatch Delivery Terms FCA Pottstown Our Shipment Ref Departure Date from Port/Airport Port/Airport of Discharge Vessel/Flight no. Port/Airport of Discharge Vessel/Flight no. Port/Airport of Discharge Vehicle/Container Seal UL - S/LG 9.87/I Shipping Marks Description Description Quantity Details Description Quantity Stipper S00056237 Customer Call-off Ref S00056237 Customer Part No: 82412720 DM Part Number HAREGENCY CONTACT:(724) 564 7200 Net: MERGENCY CONTACT:(724) 564 7200 Net:	JM	Johnson Matthey Inc. US Smithfield Clean Air		Deliv	ery Note	
Ist77 USA VAT Rep No. (724) 564 7200 Despatch Date 23-MAY-2025 Sold-To Tenneco Automotive Inc P O Res 30042 College Station TX 77842-0000 Delivery Address Tenneco Automotive Inc 1111 Izoak Walton Road Seward NE 68434-0000 Delivery Address Tenneco Automotive Inc 1111 Izoak Walton Road Seward NE 68434-0000 Shipment Information Country of Despatch USA Mode of Transport Kind of Packages, Description of Goods Gross Wgt (KG) 675 No.of Packages Shipment Information Country of Despatch USA Mode of Transport Road Road No.of Packages 3 Controp of Despatch USA Mode of Transport Port/Airport of Loading Bill of Lading/Airway Bill No. Departure Date from Port/Airport Port/Airport of Discharge Vehicle/Container Seal UL - ST/L93ST/L Shipping Marks ShiPMENT DETAILS Details Description Quantity Batch Origin Batch Origin Batch 90 P PO Number: S500056237 USA 45 P MY Part Number D0240455/M CERAMIC 135 PC 0100403887 USA 45 P MY Part Number S242700 USA 45 P Costemer Part No: B242120,0000 Quantity Batch 90 P OCostemer Part No: D2411194 NMFC No 8421.32.0000 Autocatalyst USA 45 P Date <th>divi</th> <th>Mountain View Drive</th> <th></th> <th>Delivery Number</th> <th>80</th> <th>366846</th>	divi	Mountain View Drive		Delivery Number	80	366846
Tenneco Automotive Inc P 0 Box 30042 College Station TX 77842-0000 Shipment Information Country of Despatch USA Country of Despatch USA Contract Country of Defation Defative Terms PCA Pottstown Our Shipment Ref 127167 Depature Date from Port/Airport of Loading Bill of Lading/Airway Bill No. Vessel/Flight no. Port/Airport of Discharge Vehicle/Container Seal UL - 5/L69371 Additional Information SHIPMENT DETAILS Details Description Quantity Batch Origin Batch PO Number: S500056237 Customer Call-off Ref 500056237 Term: 10 De40455/JM CERAMIC 135 PC 0100403887 USA 45 P D100416805 Description Quantity Batch Origin Batch PO Number: S200056237 Term: 10 De40455/JM CERAMIC 135 PC 0100403887 USA 45 P M Part Number S00056237 Customer Part No: D2111194 INMFC No 8421.32.0000 Autocstalyst EMERGENCY CONTACT:(724) 554 7200 Note: OTE Liability Limitation for loss or damage in this shipment may be applicable. See 49 L 14706(c) (1) (A) and (8). Consignee MAY 2 7 2025 Signature MAY 2 7 2025 Signature		15478 USA VAT Reg No.		Despatch Date	23	I-MAY-2025
Country of Despatch USA Gross Wgt (KG) 765 Country of Destination USA Net Wgt (KG) 675 Mode of Transport Road No.of Packages 3 Carner Leonard's Express Inc Port/Airport of Loading Bill of Lading/Airway Bill No. Departure Date from Port/Airport Port/Airport of Discharge Vehicle/Container Seal	Tenneco Automotive Inc P O Box 30042		Tenneco A 1111 Izaa	utomotive Inc k Walton Road		
Country of Destination USA Net Wgt (KG) 675 Mode of Transport Road No.of Packages 3 Carrier Leonard's Express Inc Delivery Terms FCA Pottstown Our Shipment Ref 127167 Departure Date from Port/Airport Port/Airport of Loading Bill of Lading/Airway Bill No. Vessel/Filight no. Port/Airport of Discharge Vehicle/Container Seal $UL - S/LG 9.87/L$ Shipping Marks Additional Information Shipping Marks Description Quantity Batch Of Number: \$500056237 S500056237 Ttem: 10 J040455/JM CERAMIC 135 PC 0100403887 USA 45 P JM Part Number 30006822 EXHAUST CATALYST USA 45 P Old Marks Distribution for loss or damage in this shipment may be applicable. See 49 L 0100416805 Out of (1) (A) and (B). MAY 2 7 2025 Signature MAY 2 7 2025 Received by Mark 1/40/fm Signature/MiddleM	Shipment Information		Kind of P	ackages, Descript	ion of Goods	
Country of Destination USA Net Wgt (KG) 675 Mode of Transport Road No.of Packages 3 Carrier Leonard's Express Inc Delivery Terms FCA Pottstown Our Shipment Ref 127167 Bill of Lading/Airway Bill No. Departure Date from Port/Airport Port/Airport of Loading Bill of Lading/Airway Bill No. Vessel/Filight no. Port/Airport of Discharge Vehicle/Container Seal $UL - 5/LG 9.S 7/L$ Shipping Marks Additional Information Additional Information Details Description Quantity Batch PO Number: \$500056237 StipPMENT DETAILS Ttem: 10 1040455/JM CERAMIC 135 PC 0100403887 USA 45 P N/S Code 8421.32.0000 Outdot55/JM CERAMIC 135 PC 0100403887 USA 45 P Ustomer Part No: 8242100 Details Displicable. See 49 L 0100416805 Outdot6805 Consigner MAY 2 7 2025 Signature Signature// WMHUM2LLALS Received by Date 23-MAY-2025 Date 23-MAY-2025	Country of Despatch U	SA	Gross Wgt	(KG)	765	
Node of Transport Road No.of Packages 3 Carrier Leonard's Express Inc. FCA Pottstown Sill of Lading/Airway Bill No. Departure Date from Port/Airport Port/Airport of Loading Bill of Lading/Airway Bill No. Vessel/Flight no. Port/Airport of Discharge Vehicle/Container Seal UL - 5/LG 9.87/L Shipping Marks Additional Information Information Details Description Quantity Batch Origin Details Details Description Quantity Batch Origin Details Dipodys55/M CERAMIC Dipodys55/M CERAMIC Dipodys55/M CERAMIC Dipodys55/M CERAMIC						



JM	Johnson Matthey Inc. US Smithfield Clean Air	Delivery	Note
9.01	Mountain View Drive	Delivery Number	80366848
	Smithfield Pennsylvania 15478 USA VAT Reg No. (724) 564 7200	Despatch Date	23-MAY-2025

This is to certify that the abovenamed materials are properly classified, described, packaged, marked and labeled, and are in proper condition for transportation according to the applicable regulations of the Department of Transportation."

RECEIVED, subject to individually determined rates or contracts that have been agreed upon in writing between the carrier and shipper, if applicable, otherwise to the rates, classifications and rules that have been established by the carrier and are available to the shipper, on request, and to all applicable state and federal regulations. Carrier acknowledges receipt of packages and required placards. Carrier certifies emergency response information was made and/or carrier had the DOT emergency response guidebook or equivalent documentation in the vehicle.

Property described above is received in good order, except as noted.

The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

Johnson Matthey Inc. Clean Air Audubon Devon Park Drive, Wayne, USA, Pennsylvania, 19087 Website: http://matthey.com/about_us/divisions/clean-air The supply of any goods by Johnson Matthey Inc. shall be subject to the Johnson Matthey Inc. Terms & Conditions of sale, a copy of which Is issued with this document.



JM

Johnson Matthey Inc. US Smithfield Clean Air Mountain View Drive Smithfield Pennsylvania 15478 USA VAT Reg No. (724) 564 7200

Delivery Note

Delivery Number

Despatch Date

23-MAY-2025

80366847

This is to certify that the abovenamed materials are properly classified, described, packaged, marked and labeled, and are in proper condition for transportation according to the applicable regulations of the Department of Transportation."

RECEIVED, subject to individually determined rates or contracts that have been agreed upon in writing between the carrier and shipper, if applicable, otherwise to the rates, classifications and rules that have been established by the carrier and are available to the shipper, on request, and to all applicable state and federal regulations. Carrier acknowledges receipt of packages and required placards. Carrier certifies emergency response information was made and/or carrier had the DOT emergency response guidebook or equivalent documentation in the vehicle.

Property described above is received in good order, except as noted.

The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

Johnson Matthey Inc. Clean Air Audubon Devon Park Drive, Wayne, USA, Pennsylvania, 19087 Website: http://matthey.com/about_us/divisions/clean-air The supply of any goods by Johnson Matthey Inc. shall be subject to the Johnson Matthey Inc. Terms & Conditions of sale, a copy of which is issued with this document.



JNA		Johnson Matthey Inc. JS Smithfield Clean Air		Delivery	Note	
Olvi		Mountain View Drive		Delivery Number	8036684	9
	Smithfield Pennsylvania 15478 USA VAT Reg No. (724) 564 7200			Despatch Date	23-MAY-2	2025
Sold-To Tenneco Automotive Inc P O Box 30042 College Station TX 77842-0000	1		1111 Izaa	Address Automotive Inc ak Walton Road E 68434-0000		
Shipment Information	-		Kind of P	ackages, Description	of Goods	1
Country of Despatch	USA		Gross Wg		1.179,096	
Country of Destination	USA		Net Wgt (1.119,096	
Mode of Transport	Roa		No.of Pac		2	
			NO.01 Pac	kayes	-	
Carrier		hard's Express Inc				
Delivery Terms		Pottstown	1			
Our Shipment Ref	127	167	ac see			
Departure Date from Port/Airpor	t	Port/Airport of Loading	Bill of Lad	ling/Airway Bill No.		
Vessel/Flight no.		Port/Airport of Discharge	Vehicle/C	ontainer Seal	1	
Shipping Marks			Additiona	I Information	1.8.1	
			T DETAILS			
Details		SHIPMEN	T DETAILS Quanti	ty Batch	Origin	Batch Qty
the second s)56237)56237		-	ty Batch	Origin	Batch Qty
PO Number: 55000			Quanti		Origin	Batch Qty 108 PC
PO Number: 55000 Customer Call-off Ref 55000)56237	Description	Quanti			
PO Number: 55000 Customer Call-off Ref 55000 Item: JM Part Number H/S Code	300 8421.3	10 JD40487/JM CERAMIO EXHAUST CATALYST 2.0000	Quanti			
PO Number: 55000 Customer Call-off Ref 55000 Item: JM Part Number H/S Code Customer Part No:	300 8421.3 825	Description 10 JD40487/JM CERAMIO 006987 EXHAUST CATALYST 2.0000 550014	Quanti C 108 P	C 0100406709 (
PO Number: 55000 Customer Call-off Ref 55000 Item: JM Part Number H/S Code Customer Part No: OEM Part No:	300 8421.3 825 DZ1	Description 10 JD40487/JM CERAMIG 006987 EXHAUST CATALYST 2.0000 550014 111829 NMFC No 8421.32.00	Quanti C 108 P 00 Autocatal	C 0100406709 (JSA	108 PC
PO Number: 55000 Customer Call-off Ref 55000 Item: JM Part Number H/S Code Customer Part No: OEM Part No:	300 8421.3 825 DZ1	Description 10 JD40487/JM CERAMIG 006987 EXHAUST CATALYST 2.0000 550014 111829 NMFC No 8421.32.00	Quanti C 108 P 00 Autocatal	C 0100406709 (JSA	108 PC
PO Number: 55000 Customer Call-off Ref 55000 Item: JM Part Number H/S Code Customer Part No: OEM Part No: EMERGENCY CONTACT:(724) 564	300 8421.3 825 DZ1	Description 10 JD40487/JM CERAMIG 006987 EXHAUST CATALYST 2.0000 550014 111829 NMFC No 8421.32.00	Quanti C 108 P 00 Autocatal	C 0100406709 (JSA	108 PC
PO Number: 55000 Customer Call-off Ref 55000 Item: JM Part Number H/S Code Customer Part No: OEM Part No: EMERGENCY CONTACT:(724) 564 14706(c) (1) (A) and (B). Consignee	300 8421.3 825 DZ1	Description 10 JD40487/JM CERAMIG 006987 EXHAUST CATALYST 2.0000 550014 111829 NMFC No 8421.32.00	Quanti C 108 P 00 Autocatal	C 0100406709 (yst amage in this shipment r Consignor	JSA	108 PC
PO Number: 55000 Customer Call-off Ref 55000 Item: JM Part Number H/S Code Customer Part No: OEM Part No: EMERGENCY CONTACT:(724) 564 14706(c) (1) (A) and (B). Consignee Signature	300 8421.3 825 DZ1	Description 10 JD40487/JM CERAMIG 006987 EXHAUST CATALYST 2.0000 550014 111829 NMFC No 8421.32.00	Quanti C 108 P 00 Autocatal	C 0100406709 (yst amage in this shipment r Consignor	JSA	108 PC
PO Number: 55000 Customer Call-off Ref 55000 Item: JM Part Number H/S Code Customer Part No: OEM Part No: EMERGENCY CONTACT:(724) 564 14706(c) (1) (A) and (B). Consignee	300 8421.3 825 DZ1	10 JD40487/JM CERAMIO D06987 EXHAUST CATALYST 2.0000 550014 111829 NMFC No 8421.32.00 Note: OTE Liability Limitation	Quanti C 108 P 00 Autocatal for loss or di	C 0100406709 (yst amage in this shipment r Consignor Signature Loaded By	JSA nay be applicab	108 PC
PO Number: 55000 Customer Call-off Ref 55000 Item: JM Part Number JM Part Number H/S Code Customer Part No: Commer Part No: OEM Part No: EMERGENCY CONTACT:(724) 564 14706(c) (1) (A) and (B). Consignee Signature Received by	300 8421.3 825 DZ1	10 JD40487/JM CERAMIO D06987 EXHAUST CATALYST 2.0000 550014 111829 NMFC No 8421.32.00 Note: OTE Liability Limitation	Quanti C 108 P 00 Autocatal for loss or di	C 0100406709 (yst amage in this shipment r Consignor Signature Loaded By	JSA	108 PC
PO Number: 55000 Customer Call-off Ref 55000 Item: JM Part Number JM Part Number H/S Code Customer Part No: Commer Part No: OEM Part No: EMERGENCY CONTACT:(724) 564 14706(c) (1) (A) and (B). Consignee Signature Received by	300 8421.3 825 DZ1	Description 10 JD40487/JM CERAMIG 006987 EXHAUST CATALYST 2.0000 550014 111829 NMFC No 8421.32.00	Quanti C 108 P 00 Autocatal for loss or di	C 0100406709 (yst amage in this shipment r Consignor Signature Loaded By	JSA nay be applicab	108 PC
PO Number: 55000 Customer Call-off Ref 55000 Item: JM Part Number JM Part Number H/S Code Customer Part No: Commer Part No: OEM Part No: EMERGENCY CONTACT:(724) 564 14706(c) (1) (A) and (B). Consignee Signature Received by	300 8421.3 825 DZ1	10 JD40487/JM CERAMIO D06987 EXHAUST CATALYST 2.0000 550014 111829 NMFC No 8421.32.00 Note: OTE Liability Limitation	Quanti C 108 P 00 Autocatal for loss or di	C 0100406709 (yst amage in this shipment r Consignor Signature Loaded By	JSA nay be applicab	108 PC
PO Number: 55000 Customer Call-off Ref 55000 Item: JM Part Number H/S Code Customer Part No: OEM Part No: EMERGENCY CONTACT:(724) 564 14706(c) (1) (A) and (B). Consignee Signature Received by	300 8421.3 825 DZ1	10 JD40487/JM CERAMIO D06987 EXHAUST CATALYST 2.0000 550014 111829 NMFC No 8421.32.00 Note: OTE Liability Limitation	Quanti C 108 P 00 Autocatal for loss or di	C 0100406709 (yst amage in this shipment r Consignor Signature Loaded By	JSA nay be applicab	108 PC



JM

Johnson Matthey Inc. US Smithfield Clean Air Mountain View Drive Smithfield Pennsylvania 15478 USA VAT Reg No. (724) 564 7200 **Delivery** Note

Delivery Number

Despatch Date

23-MAY-2025

80366846

This is to certify that the abovenamed materials are properly classified, described, packaged, marked and labeled, and are in proper condition for transportation according to the applicable regulations of the Department of Transportation."

RECEIVED, subject to individually determined rates or contracts that have been agreed upon in writing between the carrier and shipper, if applicable, otherwise to the rates, classifications and rules that have been established by the carrier and are available to the shipper, on request, and to all applicable state and federal regulations. Carrier acknowledges receipt of packages and required placards. Carrier certifies emergency response information was made and/or carrier had the DOT emergency response guidebook or equivalent documentation in the vehicle.

Property described above is received in good order, except as noted.

The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

Johnson Matthey Inc. Clean Air Audubon Devon Park Drive, Wayne, USA, Pennsylvania, 19087 Website: http://matthey.com/about_us/divisions/clean-air

The supply of any goods by Johnson Matthey Inc. shall be subject to the Johnson Matthey Inc. Terms & Conditions of sale, a copy of which is issued with this document.



GENERAL TERMS AND CONDITIONS

GENERAL TERMS AND CONDITIONS

Acceptance is limited to the terms stated herein, and any additional or different terms are hereby rejected unless expressly asserted to in writing by Johnson Hatthey Inc. ("JHT"). All contracts made to this terms made at Wayne, PA and shall be interpreted solely under Pennsylvania laws without reference to its conflict of laws principles and Purchaser's assent to these terms and conditions shall be interpreted solely under Pennsylvania laws without reference to its conflict of laws principles and Purchaser's assent to these terms and conditions shall be interpreted solely under Pennsylvania laws without reference to its conflict of laws principles and Purchaser's assent to these terms and conditions shall be produce to provide this set to this expression of horized or part of the goods or services or direr assess to notice only assess are called and when due shall be paid by the Purchaser sorder that the applicability of laws are called interpreted to this transaction are not included in the price herein stated and when due shall be paid by the Purchaser without cost or charge to 3HL purchaser's order shall be based and on the sale of the product is product shall past to be product in the product to be returned to 3HL or any reference.

The and kisk of loss to Produce: The to and thisk of loss or of amage to product shall past to burchaser upon delivery of the product is to be returned to 3HL or any reference and the intermolet and the sale of the sole of an accepted or any Nortagers or damages to advise all the state or whore, effect or validity whatsoever except with 3HL in writing. No product is to be returned to 3HL for any reason without 3HL is corder.

The and kisk of loss to Produce; to advise and to immediately as advise 3HL in writing. No product is to be returned to 3HL for any reason without 3HL is excepted by Purchaser. Set advised by purchaser, and the submitted by adv security interest

Refusal to Accept Delivery: Accepted orders are for shipment as soon as manufactured, and are not subject to suspension or to deferred shipments, except with JMI's written consent upon terms which will indemnify JMI for all loss or damages aris no therefrom

10. Patent Liability: The Purchaser assumes and will bear the expense of, and will hold JMI harmless from and against, any suit, claim, or damages (including costs, expenses and reasonable attorneys' fees) JMI arising from or out of any patent liability for goods manufactured to Purchaser's design or specification, or specially designed by JMI to meet Purchaser's requirements, or for actual or alleged infringement of any U.S or foreign patent because of use of equipment in Purchaser's Installation.

11. Limited Warranty: Subject to the limitation of Section 12, JMI warrants title and that all products sold hereunder shall conform to the JMI's standard specifications for the products, subject to reasonable manufacturing talerances, for a period of one year from the date of the first use of the product or thirteen months from shipment, whichever occurs first. All products delivered hereunder shall be produced in compliance with the Fail Labor Standards Act of 1938 as amended. Except to the extent provided in an additional accompanying warranty statement if any, relating to a specific product covered by this order, THE FOREGOING IS THE SOLE AND ENCLUSIVE WARRANTY AND JMI MAKES NO OTHER REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE, OR ANY OTHER MATTER WITH RESPECT TO THE PRODUCTS, whether used alone or in combination with other substances. Any suggestions made by JMI concerning uses or applications of sair products reflect JMI's opinion only and JMI makes no warranty of results to be obtained. This warranty does not extend to the process of manufacture nor to the quality of any other components, processes, facilities or equipment which are not supplied by JMI and in connection with which the product is to be used, and the Purchaser shall hold JMI harmless from and against any suit, claim or damage, arising from or out of the use of this equipment which are not supplied by JNI and in connection with which the product is to be used, and the Purchaser shall hold JNI narmiess from and against any suit, chain or damage, assing from or due of the product. JNI shall not be responsible for work known, material furnished or repairs made by others unless agreed to in writing, and reserves the right of doing or supervising any necessary repair work incident to putting products in proper operation. Purchaser agrees to use reasonable care in the operation and maintenance of products provided in accordance with instructions furnished by JNI. Standard components, such as compressors motors, instruments, etc. which are an integral part of the products, will be guaranteed to the extent of the warranty offered by that manufacturer. 12. <u>Limitation of Liability:</u> Within ten days after receipt of each shipment of products sold hereunder, Purchaser shall examine such products for any damage, defects or shortage. All claims, including for alleged damage or defective products, shortage or non-deliverance of products, negligence or any other cause whatsoever, which could have been discovered by such inspection shall be deemed waived unless made in writing and received by JNI within thirty days after Purchaser's sneelpt of the products. Failure of Purchaser to give notice of any claim within such time period shall be deemed an absolute and unconditional waiver of such claim, irrespective of such failer and inductiones. The products is an explicit on the products and unconditional waiver of such claim, irrespective of such after purchaser shall be been discovered by such inspection shall be deemed an absolute and unconditional waiver of such claim, irrespective of the products.

by JMI within thirty days after Purchaser's receipt of the products. Failure of Purchaser to give notice of any claim within such time period shall be deemed an absolute and unconditional waiver of such claim, irrespective of whether processing, use or resale of the product shall have taken place. JMI's determination of the validity of any claimed defect shall be conclusive and binding on Purchaser's PurchASER'S EXCLUSIVE REMEDY SHALL BE FOR DIRECT DAMAGES AND/MI's TOTAL, COMPLETE AND EXCLUSIVE LIABILITY FOR ANY AND ALL LOSSESOR DAMAGES RESULTING FROM ANY CAUSE WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, BREACH OF WARRANTY, NEGLIGENCE OR STRICT LIABILITY, SHALL IN NO EVENT EXCEED THE PURCHASE PRICE OF THE PRODUCTS IN RESPECT TO WHICH THE CLAIM IS MADE, OR AT THE ELECTION OF JMI, THE REPAIR OR REPLACEMENT OF SUCH PRODUCTS. JMI shall not be liable for, and Purchaser assumes responsibility for, all personal injury and property damage resulting from the handling, possession, use or resale of the products. IN NO EVENT SHALL JMI BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER PURCHASER'S CLAIM IS IN CONTRACT NEGLIGENCE, STRICT LIABILITY OR OTHERWISE. Transportation charges for the return of products shall not be paid unless authorized in advance by JMI. JMI shall not indemnify not be liable to Purchaser, Purchaser's assigns, successors, purchases, lessees or licensees, or to any person or entity for any claims, losses, expenses or judgments arising out of or resulting In any way from the product on integration of compatibility of the product with any other components, processes, facilities or equipment which are not supplied by JMI. 13. Use of Product: Purchaser acknowledges and agrees that, with respect to product sold to Purchaser shall have the sole responsibility to properly install and operate the product and to determine and comply with all applicable Federal, state, local and regulated use restrictions and requirements, including, without limitation, the continuing responsibility to proaver

purpose autorized herein. JMI shall be entitled to enforce its rights hereunder by all available legal and equilable remedies, including, without limitation, the right to obtain an injunction. 15. <u>Terms of Payment</u>: Unless stated differently, the terms of payment are as stated on the reverse side of this document. If the Purchaser becomes delinquent in payments to JMI then JMI has the right, in addition to any other remedy to which it may be entitled in law or equity, to: (i) cancel the sales order, (iii) refuse to make further deliveries, (iiii) declare due and payable immediately all unpaid amounts for goods previously delivered to the Purchaser and/or in process, and/or (iv) subject all claims for money or goods due or to become due from JMI or it's affiliates to deduction or setoff against any counterclaim of JMI or it's affiliates arisin out of this order or any other order. Purchaser acknowledges that its business dealings with JMI or it's affiliates constitute a single constituous transaction, notwithstanding the issuance of separate purchase orders, acknowledgements or similar documents from time to time.

accommensements or similar accommens from time to time. 16. Entrety of Agreement: The terms and conditions contained herein, constitute the entire agreement between JMI and the Purchaser and shall supersede all previous communications, representations or agreements either verbal or written with respect to the subject matter described. No alteration or modification of these terms and conditions shall have any force, effect or validity whatsoever unless it shall be in writing signed by JMI and shall state that it is intended to be effective as such alteration or modification.





VIVI	Johnson Matthey Inc. US Smithfield Clean Air		Delivery	Note
	Mountain View Drive		Dellvery Number	80366850
	Smithfield Pennsylvania 15478 USA VAT Reg No. (724) 564 7200		Despatch Date	23-MAY-2025
Sold-To Tenneco Automotive Inc P O Box 30042 College Station TX 77842-0000		1111 Izaak	address utomotive Inc : Walton Road 68434-0000	
Shipment Information		Kind of Pa	ckages, Description	of Goods
	USA	Gross Wgt		403,032
				373,032
	USA	Net Wgt (K		
Mode of Transport	Road	No.of Packa	ages	1
	Leonard's Express Inc			
Delivery Terms	FCA Pottstown	12.00		
Our Shipment Ref	127167	1.1.1.1		
Departure Date from Port/Airport	Port/Airport of Loading	Bill of Ladin	g/Airway Bill No.	
Vessel/Flight no.	Port/Airport of Discharge	Vehicle/Cor	itainer Seal	
Shipping Marks		Additional I	nformation	
	SHIPMEN	And an and an	D. L.L	Origin Batch Oby
Details BO Number: 5500056	Description	Quantity	Batch	Origin Batch Qty
Details PO Number: 5500056 Customer Call-off Ref 5500056	Description	And an and an	Batch	Origin Batch Qty
PO Number: 5500056 Customer Call-off Ref 5500056 Item: JM Part Number H/S Code 84	Description 2237 2237 10 JD40486/JM CERAMI 30006988 EXHAUST CATALYST 21.32.0000	Quantity		Origin Batch Qty
PO Number: 5500056 Customer Call-off Ref 5500056 Item: JM Part Number H/S Code 84 Customer Part No:	Description 2237 5237 10 JD40486/JM CERAMI 30006988 EXHAUST CATALYST 21.32.0000 82550013	Quantity C 36 PC	0100413162 U	
PO Number: 5500056 Customer Call-off Ref 5500056 Item: JM Part Number H/S Code 84 Customer Part No: OEM Part No:	Description 2237 5237 10 JD40486/JM CERAMI 30006988 EXHAUST CATALYST 21.32.0000 82550013 DZ111830 NMFC No 8421.32.000	Quantity C 36 PC	0100413162 U	JSA 36 PC
PO Number: 5500056 Customer Call-off Ref 5500056 Item: JM Part Number H/S Code 84 Customer Part No: OEM Part No: EMERGENCY CONTACT:(724) 564 7	Description 2237 5237 10 JD40486/JM CERAMI 30006988 EXHAUST CATALYST 21.32.0000 82550013 DZ111830 NMFC No 8421.32.000	Quantity C 36 PC	0100413162 U	JSA 36 PC
PO Number: 5500056 Customer Call-off Ref 5500056 Item: JM Part Number H/S Code 84 Customer Part No: OEM Part No: EMERGENCY CONTACT:(724) 564 7	Description 2237 5237 10 JD40486/JM CERAMI 30006988 EXHAUST CATALYST 21.32.0000 82550013 DZ111830 NMFC No 8421.32.000	Quantity C 36 PC	0100413162 U	JSA 36 PC
PO Number: 5500056 Customer Call-off Ref 5500056 Item: JM Part Number H/S Code 84 Customer Part No: OEM Part No: EMERGENCY CONTACT:(724) 564 7 14706(c) (1) (A) and (B). Consignee	Description 2237 5237 10 JD40486/JM CERAMI 30006988 EXHAUST CATALYST 21.32.0000 82550013 DZ111830 NMFC No 8421.32.000	Quantity C 36 PC	0100413162 U it nage in this shipment n Consignor	JSA 36 PC
PO Number:5500056Customer Call-off Ref5500056Item:3JM Part Number84H/S Code84Customer Part No:6OEM Part No:6EMERGENCY CONTACT:(724) 564 714706(c) (1) (A) and (B).ConsigneeSignature	Description 2237 5237 10 JD40486/JM CERAMI 30006988 EXHAUST CATALYST 21.32.0000 82550013 DZ111830 NMFC No 8421.32.000	Quantity C 36 PC	0100413162 U at nage in this shipment n Consignor	JSA 36 PC
PO Number: 5500056 Customer Call-off Ref 5500056 Item: JM Part Number JM Part Number 84 H/S Code 84 Customer Part No: 64 OEM Part No: 5500056 EMERGENCY CONTACT:(724) 564 7 14706(c) (1) (A) and (B). Consignee Signature Received by 14706	Description 2237 5237 10 JD40486/JM CERAMI 30006988 EXHAUST CATALYST 21.32.0000 82550013 DZ111830 NMFC No 8421.32.000	Quantity C 36 PC	0100413162 L and this shipment n Consignor Signature	JSA 36 PC hay be applicable. See 49 U.S.C
PO Number:5500056Customer Call-off Ref5500056Item:3JM Part Number84H/S Code84Customer Part No:6OEM Part No:6EMERGENCY CONTACT:(724) 564 714706(c) (1) (A) and (B).ConsigneeSignature	Description 2237 3237 3237 10 JD40486/JM CERAMI 30006988 EXHAUST CATALYST 21.32.0000 82550013 DZ111830 NMFC No 8421.32.00 7200 Note: OTE Liability Limitation	Quantity C 36 PC	0100413162 L and this shipment n Consignor Signature	JSA 36 PC
PO Number: 5500056 Customer Call-off Ref 5500056 Item: JM Part Number JM Part Number 84 H/S Code 84 Customer Part No: 64 OEM Part No: 5500056 EMERGENCY CONTACT:(724) 564 7 14706(c) (1) (A) and (B). Consignee Signature Received by 14706	Description 2237 5237 10 JD40486/JM CERAMI 30006988 EXHAUST CATALYST 21.32.0000 82550013 DZ111830 NMFC No 8421.32.000	Quantity C 36 PC	0100413162 L and this shipment n Consignor Signature	JSA 36 PC hay be applicable. See 49 U.S.C
PO Number: 5500056 Customer Call-off Ref 5500056 Item: JM Part Number JM Part Number 84 H/S Code 84 Customer Part No: 64 OEM Part No: 5500056 EMERGENCY CONTACT:(724) 564 7 14706(c) (1) (A) and (B). Consignee Signature Received by 14706	Description 2237 3237 3237 10 JD40486/JM CERAMI 30006988 EXHAUST CATALYST 21.32.0000 82550013 DZ111830 NMFC No 8421.32.00 7200 Note: OTE Liability Limitation	Quantity C 36 PC	0100413162 L and this shipment n Consignor Signature	JSA 36 PC hay be applicable. See 49 U.S.C



JM	Johnson Matthey Inc. US Smithfield Clean Air Mountain View Drive Smithfield Pennsylvania 15478 USA VAT Reg No. (724) 564 7200	Delivery Note		
		Delivery Number	80366853	
		Despatch Date	23-MAY-2025	

are properly classified, described, packaged, marked and labeled, and are in proper condition for transportation according to the applicable regulations of the Department of Transportation."

RECEIVED, subject to individually determined rates or contracts that have been agreed upon in writing between the carrier and shipper, if applicable, otherwise to the rates, classifications and rules that have been established by the carrier and are available to the shipper, on request, and to all applicable state and federal regulations. Carrier acknowledges receipt of packages and required placards. Carrier certifies emergency response information was made and/or carrier had the DOT emergency response guidebook or equivalent documentation in the vehicle.

Property described above is received in good order, except as noted.

The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

Johnson Matthey Inc. Clean Air Audubon Devon Park Drive, Wayne, USA, Pennsylvania, 19087 Website: http://matthey.com/about_us/divisions/clean-air

The supply of any goods by Johnson Matthey Inc. shall be subject to the Johnson Matthey Inc. Terms & Conditions of sale, a copy of which is issued with this document.



GENERAL TERMS AND CONDITIONS

1. Acceptance: Acceptance is limited to the terms stated herein, and any additional or different terms are hereby rejected unless expressly asserted to in writing by Johnson Matthey Inc. ("JMI"). All contracts made I JMI shall be deemed to have been made at Wayne, PA and shall be interpreted solely under Pennsylvania laws without reference to its conflict of laws principles and Purchaser's assent to these terms and conditions shall to conclusively presumed from Purchaser's receipt of JMI's acknowledgement without prompt written objection thereto or from Purchaser's acceptance of all or any part of the goods or services ordered. Any reference to Purchaser's order noted herein shall not affect or limit the applicability of these terms and conditions.

2. Taxes: Any present or future duty, sales, use, excise or other taxes, whether Federal, state or local, applicable to this transaction are not included in the price herein stated and when due shall be paid by the Purchas-

Taxes: Any present or house duty, sales, use, excise or other taxes, whether repera, state or local, applicable to this transaction are hot included in the price herein stated and when due shall be plad by the Purchasi-without costs or charge to DMI, Purchaser shall supply JHI with any sales or use tax exemption or results certificates prior to shipment.
 <u>Cancellation</u>: Acceptance of Purchaser's order shall be binding on the parties and cancellation, rescission, suspension, or modifications will be accepted only upon terms that will indemnify JMI against all losses and damages, and provide JMI with the profit that JHI would have earned on the sale of the product if Purchaser had not cancelled, rescinded, suspended or modified its order.
 <u>Title and Risk of Loss to Product</u>: Title to and trisk of loss or of damage to product in trans.
 <u>Casses</u> upon delivery of the product in good order to common carrier at point of shipment. Purchaser agrees to accurately check shipment when it arrives at destination and to file immediate claim within ten (10) days within the product in the product in the product shipment.

Coal carrier apent for any shortages or damage and to immediately so advised MI in writing. No product is to be returned to JMI for any reason without JMI's written permission. 5. <u>Changes</u>: No change in an order shall have any force, effect or validity whatsoever except with JMI's written consent, and under conditions which will indemnify JMI for costs of such changes. Detailed descriptions i changes must be submitted to JMI by the Purchaser in writing.

changes must be submitted to JNI by the Purchaser in writing. 5. Tolerances: Unless otherwise stated, commercial tolerances, usually applicable to the product, shall apply. 7. Excusable Delays: Original agreed upon times are not deemed of the essence of an accepted order and reasonable variations from originally agreed upon times will be accepted by Purchaser. JMI shall not be liable any way for any delay due to strikes, differences with workers, accidents to the machinery, delays of carriers, fires, acts of God or a public enemy, or other causes of delay beyond its reasonable control. If the Purchaser delays shipment, payments are to be made as though shipment had been made as specified and the product shall be at Purchaser's risk and subject to reasonable storage charges. The original delivery date will also t directly extended by any delays due to awaiting drawing approval, temporary work suspension requests, permitted changes by the Purchaser, or delay or defect in supply of raw materials to be provided by Purchaser. S <u>Security Interest</u>: Purchaser grants to JNI a continuing lien on and first priority security interest in all right, tille and interest of Purchaser in and to the product shall exercise and related charges therefore. Notwithstanding any other provision of thi Agreement, if Purchaser breaches this Agreement, JNI shall be entitled to foreclose on the Collateral and shall have all remedies available to secured parties under the Uniform Commercial Code, Purchaser authorizes a demonwer, that and he dis Upt herefore. The Collateral and shall have all remedies available to secured parties under the Collateral and to be Collateral and to the Collateral and to be discussed and the discussed and the

empowers JMI to execute on behalf of Purchaser and to file such financing and continuation statements as JMI deems appropriate to perfect its security interest in the Collateral, and to notify Purchaser's creditors of JMI interest

9. Refusal to Accept Delivery: Accepted orders are for shipment as soon as manufactured, and are not subject to suspension or to deferred shipments, except with JMI's written consent upon terms which will indemnify JM for all loss or damages ansing therefrom. 10. Patent Liability: The Purchaser assumes and will bear the expense of, and will hold JMI harmless from and against, any suit, claim, or damages (including costs, expenses and reasonable attorneys' fees) incurred

JNI ansing from or out of any patent liability for goods manufactured to Purchaser's design or specification, or specially designed by JMI to meet Purchaser's requirements, or for actual or alleged infringement of any U.S or foreign patent because of use of equipment in Purchaser's installation.

11. Limited Warranty: Subject to the limitation of Section 12, JMI warrants title and that all products sold hereunder shall conform to the JMI's standard specifications for the products, subject to reasonable man

In a free patient because of use of equipment in Purchaser's Installation. In <u>United Warrany:</u> Subject to the limitation of Section 12, MI warrants tille and that all products sold hereunder shall conform to the <u>MI's standard specifications for the products, subject to reasonable manufacturing theory is first.</u> All subjects on the models in a produce in combinese or those as in the standard specifications for the products, subject to reasonable manufacturing theory is first. All subjects on the models of the products of the movide of the and standard specifications for the products, subject to reasonable manufacturing theory and the products of the movide of the and standard specifications of the standard specifications of the standard specifications of the standard specifications of the standard specification of the standard speci

acknowledgements or similar documents from time to time. 16. Entricely of Agreements: The terms and conditions contained herein, constitute the entire agreement between JMI and the Purchaser and shall supersede all previous communications, representations or agreement either verbal or written with respect to the subject matter described. No alteration or modification of these terms and conditions shall have any force, effect or validity whatsoever unless it shall be in writing signed by JM and shall state that it is intended to be effective as such alteration or modification.



	Johnson Matthey Inc. US Smithfield Clean Air		Delivery Note			
	Mountain View Drive Smithfield Pennsylvania 15478 USA VAT Reg No. (724) 564 7200		Delivery Number	80366853		
			Despatch Date	23-MAY-2025		
Sold-To Tenneco Automotive Inc P O Box 30042 College Station TX 77842-0000		1111 Izaak	Address utomotive Inc Walton Road 68434-0000			
Shipment Information	<u>i la constance en constance en</u>	Kind of Pa	ckages, Description o	of Goods		
Country of Despatch	Gross Wgt		126			
			96			
	JSA	Net Wgt (K				
	Road	No.of Packa	ages	1		
	eonard's Express Inc					
Delivery Terms F	CA Pottstown					
Our Shipment Ref 1	27167					
Departure Date from Port/Airport	Port/Airport of Loading	Bill of Ladir	ng/Airway Bill No.			
Vessel/Flight no.	Port/Airport of Discharge	Vehicle/Cor	ntainer Seal			
Shipping Marks	Additional Information					
Details	Description	IT DETAILS Quantity	Batch	Origin Batch Qty		
PO Number: 55000562 Customer Call-off Ref 55000562	38	Quarter				
JM Part Number	10 DD40260/JM 30006599 CERAMIC EXHAUST 1.32.0000 CATALYST	96 PC	0100412027 U	SA 96 PC		
JM Part Number H/S Code 842	30006599 CERAMIC EXHAUST	96 PC	0100412027 U	SA 96 PC		
JM Part Number H/S Code 842 Customer Part No:	30006599 CERAMIC EXHAUST 1.32.0000 CATALYST 82218641 NMFC No 8421.32.000			SA 96 PC		
JM Part Number H/S Code 842 Customer Part No: OEM Part No: EMERGENCY CONTACT:(724) 564 72	30006599 CERAMIC EXHAUST 1.32.0000 CATALYST 82218641 A 011 491 NMFC No 8421.32.000 1714	00 Autocatalys				
JM Part Number H/S Code 842 Customer Part No: OEM Part No: EMERGENCY CONTACT:(724) 564 72	30006599 CERAMIC EXHAUST 1.32.0000 CATALYST 82218641 A 011 491 NMFC No 8421.32.000 1714	00 Autocatalys				
JM Part Number H/S Code 842: Customer Part No: 6 OEM Part No: 7 EMERGENCY CONTACT:(724) 564 72 14706(c) (1) (A) and (B). Consignee	30006599 CERAMIC EXHAUST 1.32.0000 CATALYST 82218641 A A 011 491 NMFC No 8421.32.000 1714 OO Note: OTE Liability Limitation	00 Autocatalys for loss or dan	t nage in this shipment m Consignor			
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JM Part Number H/S Code 842: Customer Part No: 9 OEM Part No: 7 EMERGENCY CONTACT:(724) 564 72 14706(c) (1) (A) and (B). Consignee Signature Received by	30006599 CERAMIC EXHAUST 1.32.0000 CATALYST 82218641 NMFC No 8421.32.000 1714 00 Note: OTE Liability Limitation	00 Autocatalys for loss or dan	t nage in this shipment m Consignor Signature	the applicable. See 49 U.S.C		



		Johnson Matthey Inc. US Smithfield Clean Air			Delivery Note				
	Mountain View Drive			elivery Number		80366847			
	Smithfield Pennsylvania 15478 USA VAT Reg No. (724) 564 7200			D	Despatch Date 23-MAY-2025		025		
Sold-To Tenneco Automotive Inc P O Box 30042 College Station TX 77842-0000				Delivery Address Tenneco Automotive Inc 1111 Izaak Walton Road Seward NE 68434-0000					
Shipment Information				Kind of Pac	kages, Descripti	on of Goo	ods		
Country of Despatch	USA			Gross Wgt (KG) 90,093					
Country of Destination USA				Net Wgt (KG		0,093			
						3			
Mode of Transport	Road			No.of Packag	Jes	3			
Carrier		ard's Express Inc							
Delivery Terms		Pottstown		3. 14 8. 14					
Our Shipment Ref	1271	67							
Departure Date from Port/Ai	rport	Port/Airport of Load	ling	Bill of Lading	J/Airway Bill No.				
Vessel/Flight no.		Port/Airport of Disch	narge	Vehicle/Cont	ainer Seal				
Shipping Marks				Additional Information					
Datalla		Descrip	SHIPMENT I	DETAILS Quantity	Batch	0	rigin	Batch Qty	
Details	500056327	Descrip		Quantity	Duten	1.1.1.1.1.1			
	500056237 500056237								
Item:		10 JD40456/JM	CERAMIC	93 PC	0100403891	USA		21 PC	
Item: JM Part Number	3000	10 JD40456/JM 06983 EXHAUST CA		93 PC	0100403891	USA USA		21 PC 72 PC	
JM Part Number	3000 8421.32	06983 EXHAUST CA		93 PC	0100403891 0100410893				
JM Part Number H/S Code	8421.32	06983 EXHAUST CA		93 PC					
JM Part Number H/S Code Customer Part No:	8421.32 8237	06983 EXHAUST CA	ATALYST						
JM Part Number H/S Code Customer Part No: OEM Part No: EMERGENCY CONTACT:(724)	8421.32 8237 DZ11	06983 EXHAUST CA .0000 75494 11195 NMFC No 842	ATALYST 21.32.0000	Autocatalyst	0100410893	USA	applicable A	72 PC	
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JM Part Number H/S Code Customer Part No: OEM Part No: EMERGENCY CONTACT:(724) 14706(c) (1) (A) and (B). Consignee	8421.32 8237 DZ11	06983 EXHAUST CA .0000 75494 11195 NMFC No 842	ATALYST 21.32.0000	Autocatalyst	0100410893 age in this shipme Consignor	USA	applicable	72 PC	
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JM

regulations.

This is to certify that the abovenamed materials

marked and labeled, and are in proper condition

regulations of the Department of Transportation."

applicable, otherwise to the rates, classifications

request, and to all applicable state and federal

are properly classified, described, packaged,

for transportation according to the applicable

RECEIVED, subject to individually determined rates or contracts that have been agreed upon in

writing between the carrier and shipper, if

and rules that have been established by the carrier and are available to the shipper, on

Johnson Matthey Inc. US Smithfield Clean Air Mountain Vlew Drive Smithfield Pennsylvania 15478 USA VAT Reg No. (724) 564 7200

Delivery Note

Delivery Number

80366849

Despatch Date

23-MAY-2025

Carrier acknowledges receipt of packages and required placards. Carrier certifies emergency response information was made and/or carrier had the DOT emergency response guidebook or equivalent documentation in the vehicle.

Property described above is received in good order, except as noted.

The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

Johnson Matthey Inc. Clean Air Audubon Devon Park Drive, Wayne, USA, Pennsylvania, 19087 Website: http://matthey.com/about_us/divisions/clean-air

The supply of any goods by Johnson Matthey Inc. shall be subject to the Johnson Matthey Inc. Terms & Conditions of sale, a copy of which is issued with this document.



GENERAL TERMS AND CONDITIONS

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A Taxes: Any present onted herein shall not affect or limit the applicability of these terms and conditions.
2. Taxes: Any present on thure duty, sales, use, excise or other taxes, whether Federal, state or local, applicable to this transaction are not included in the price herein stated and when due shall be paid by the Purchase without cost or charge to JMI, Purchaser shall supply JMI with any sales or use tax exemption or resale certificates prior to shipment.
3. Cancellation: Acceptance of Purchaser's order shall be binding on the parties and cancellation, rescission, suspension, or modifications will be accepted only upon terms that will indemnify JMI against all losses and damages, and provide JMI with the profit that JMI would have earned on the sale of the product if Purchaser had not cancelled, rescinded, suspended or modified its order.
4. The and Rick of Loss to Product: Title to and risk of loss or of damage to product shill pass to Purchaser upon delivery of the product to the common carrier. The responsibility of JMI as to damage to product in transic ceases upon delivery of the product to the common carrier. The responsibility of JMI as to damage to product in transic ceases upon delivery of the product to the common carrier. The responsibility of DMI as to damage to product in transic ceases upon delivery of the product to the state of loss mediate claim within ten (10) days with the parties and destination and to file immediate claim within ten (10) days with the particles and the particles.

local carrier agent for any shortages or damage and to immediately so advise JMI in writing. No product is to be returned to JMI for any reason without JMI's written permission. S. <u>Changes</u>: No change in an order shall have any force, effect or validity whatsoever except with JMI's written consent, and under conditions which will indemnify JMI for costs of such changes. Detailed descriptions o changes must be submitted to JMI by the Purchaser in writing.

 Tolerances: Unless otherwise stated, commercial tolerances, usually applicable to the product, shall apply.
 Excusable Delays: Onginal agreed upon times are not deemed of the essence of an accepted order and reasonable variations from originally agreed upon times will be accepted by Purchaser. JMI shall not be liable i any way for any delay due to strikes, differences with workers, accidents to the machinery, delays of carriers, fires, acts of God or a public enemy, or other causes of delay beyond its reasonable control. If the Purchase any way for any one by one of sortes, unterfaces with workers, accounts to the mannery, behaves or carriers, intes, acts of God or a public enemy, or other causes or delay byton its reasonable control. If the Purchase delays shipment, payments are to be made as though shipment had been made as specified and the product shall be at Purchaser's risk and subject to reasonable to reasonable control. If the Purchase delays shipment, payments are to be made as though shipment had been made as specified and the product shall be at Purchaser's risk and subject to reasonable to reasonable control. If the Purchaser delays shipment, payments are to be made as though shipment had been made as specified and the product shall be at Purchaser's risk and subject to reasonable to reasonable control to the product shall be at purchaser's risk and subject to reasonable to reasonable control. If the Purchaser is a structure of purchaser's risk and subject to reasonable to the product shall be provided by Purchaser's reaches that and interest of Purchaser's risk and to the product shall be at Purchaser is and to the product shall be at Purchaser is and to the product shall be at Purchaser is and to the product shall be at Purchaser is and to the product shall be at Purchaser is provided. Nowever, that JMI's security interest in product purchased hereunder shall terminate upon full payment of the purchaser breaches this Agreement, JMI shall be entitled to foreclose on the Collateral and shall have all remedies available to secure parties under the Uniform Commercial Code. Purchaser authorizes an empowers JMI to execute on behalf of Purchaser and to file such financing and continuation statements as JMI deems appropriate to perfect its security interest in the Collateral, and to notify Purchaser's creditors of JMT.

security interest. 9. Refusal to Accept Delivery: Accepted orders are for shipment as soon as manufactured, and are not subject to suspension or to deferred shipments, except with JMI's written consent up for all loss or damages arising therefrom.

for all loss or damages arising therefrom. 10. Patent Liability: The Purchaser assumes and will bear the expense of, and will hold JMI harmless from and against, any suit, claim, or damages (including costs, expenses and reasonable attorneys' fees) incurred t JMI ansing from or out of any patent liability for goods manufactured to Purchaser's design or specification, or specially designed by JMI to meet Purchaser's requirements, or for actual or alleged infringement of any U.S

or foreign patent because of use of equipment in Purchaser's Installation.

Initiating from or out of any patent liability for goods manufactured to Purchaser's design or speciality designed by JMI to meet Purchaser's requirements, or for a cluar or anegod miningement. Or any out-or foreign patent because of use of equipment in Purchaser's installation. 11. Limited Warranty: Subject to the limitation of Section 12, JMI warrants title and that all products sold hereunder shall conform to the JMI's standard specifications for the products, subject to reasonable manufacturing toberances, for a pend of one year from the date of the first use of the product or thirteem months from shipment, whichever occurs first. All products delivered bereunder shall be produced in compliance with the Fain Labor Standards Act of 1938 as amended. Except to the extent provided in an additional accompanying warranty statement if any, relating to a specific product covered by this order. The FOREGOING IS THE SOLE AND EXCLUSIVE WARRANTY AND JMI MAKES NO OTHER REPRESENTATION OR WARRANTY OF MERCHANTY Statement if on y tabustances. Any suggestions made by JMI to concerning uses or applications of sails products reflect JMI's opinion only and JMI makes no warranty of results to be busined. This warranty does not extend to the proses of manufacture nor to the quality of any other components, processes, facilities of products in proper operation. Purchaser agrees to use reasonable care in the operation and maintenance of products provided in a condance with Instructions furnished by JMI. Standard components, such as compression motors, instruments, etc. which are an integral part of the products, will be guaranteed to the extent of the warranty offered by that manufacturer. 12. Limitation of Liability: Within ten days after receipt of each shipment of products only any dange, defects or shortage. All claims, including for alleged damage or defective products, shortage or non-deliverance of products, negligence or any other cause whates were his admine such products of any damage, defects orestorin shall be d

assigns, successors, purchases, lessees or licensees, or to any person or entry or any carms, losses, expenses or juogineeria erising out or or resonability to properly install and operate the product and to determine and comply with any other components, processes, facilities or equipment which are not supplied by JMI. 13. Use of Product: Purchaser acknowledges and agrees that, with respect to products sold to Purchaser hereunder, Purchaser shall have the sole responsibility to ensure that the use of product is in full compliance with all applicable Federal, state, local and regulated use restrictions and requirements, including, without limitation, the continuing responsibility to ensure that the use of product is in full compliance with all applicable environmental laws and regulations. Purchaser further acknowledges and agrees that JMI shall have no responsibility at any time with respect to the foregoing, and agrees to indemnify, defend and hold JM harmless from and against any and all losses, claims, liabilities and damages (including costs, expenses and reasonable attorneys' fees) incurred by JMI, resulting from any violation by Purchaser of the section. 14. Confidential Information: For purposes hereof, "Confidential Information" shall include the manufacturing engineering, technical, business financial and other non-public information developed for or learned by Purchaser from JMI in connection with JMI's performance hereunder. For a period of five (5) years from the disclosure of Confidential Information to any third persons, (ii) not duplicate or publish any Confidential Information. 15. Terms of Payment: Unless stated differently, the terms of payment are as stated on the reverse side of this document. If the Purchaser becimes delinquent in payments to JMI has the right, in addition to any other remedy to which it may be entitled in law or equity, to: (i) cancel the sales order, (ii) refuse to make further deliveries, (iii) declare due and payable immediately all unpaid amounts for goods previously

accionerogenens of similar observations from thine to three. and shall state that it is intended to be effective as such alteration or modification.



GENERAL TERMS AND CONDITIONS

CENERAL TERMS AND CONDITIONS 1. Acceptance: Acceptance is limited to the terms stated herein, and any additional or different terms are hereby rejected unless expressly asserted to in writing by Johnson Matthey Inc. ("JMI"). All contracts made to JMI shall be deemed to have been made at Wayne, PA and shall be interpreted solely under Pennsylvania laws without reference to its conflict of laws principles and Purchaser's assent to these terms and conditions shall b conclusively presumed from Purchaser's receipt of JMI's acknowledgement without prompt written objection thereto or from Purchaser's acceptance of all or any part of the goods or services ordered. Any reference to Purchaser's order noted herein shall not affect or limit the applicability of these terms and conditions. 2. Taxes: Any present or future duty, sales, use, excise or other taxes, whether Federal, state or local, applicable to this transaction are not included in the price herein stated and when due shall be paid by the Purchase without not or charme to JMI. Durchaser shall would be applicable to accepting on price to shall be paid by the Purchase

A reaso: Any present or future duty, sales, use, excise or other taxes, whether Fedderal, state or local, applicable to this transaction are not included in the price herein stated and when due shall be paid by the Purchase without costs or charge to DNL, Purchaser shall supply DNI with any sales or use tax exemption or resale certificates prior to shipment.
3. <u>Cancellation</u>: Acceptance of Purchaser's order shall be binding on the parties and cancellation, rescission, suspension, or modifications will be accepted only upon terms that will indemnify JMI against all losses ar damages, and provide JMI with the profit that JMI would have earned on the sale of the product if Purchaser had not cancelled, rescinded, suspended or modified its order.
4. <u>Title and Risk of Loss to Product</u>: Title to and risk of loss or of damage to product shall pas to Purchaser upon delivery of the product to the common carrier. The responsibility of JMI as to damage to product in trans creases upon delivery of the product to the order to common carrier at point of shipment. Purchaser agent for any shortages or damage and to immediately so advise JMI in writing. No product is to be returned to JMI for any reason without JMI's written permission.

local carrier agent for any shortages or damage and to immediately so advise JMI in writing. No product is to be returned to JMI for any reason without JMI's written permission. 5. Changes: No change in an order shall have any force, effect or validity whatsoever except with JMI's written consent, and under conditions which will indemnify JMI for costs of such changes. Detailed descriptions or changes must be submitted to JMI by the Purchaser in writing. 6. Tolerances: Unless otherwise stated, commercial tolerances, usually applicable to the product, shall apply. 7. <u>Excursable Delays</u>: Original agreed upon times are not deemed of the essence of an accepted order and reasonable variations from originally agreed upon times will be accepted by Purchaser. JMI shall not be liable i any way for any delay due to strikes, differences with workers, accidents to the machinery, delays of carriers, fires, acts of God or a public enemy, or other causes of delay beyond its reasonable control. If the Purchase delays shipment, payments are to be made as though shipment had been made as specified and the product shall be at Purchaser's risk and subject to reasonable storage charges. The original delivery date will also b directly extended by any delays due to strikes, to continuing line on and first priority security interest in Purchaser, or delay or defect in supply of raw materials to be provided by Purchaser. 8 Security Interest: Purchaser breaters to JMI a continuing line on and first priority security interest in all right, tille and interest of Purchaser breaters. Notwithstanding any other provision of the secure on behalf of Purchaser harefore. Notwithstanding any other provision of the security interest. If Nothaser breaches this Agreement, JMI shall be entitled to foreclose on the Collateral and shall have all remedies available to secure and related charges therefore. Notwithstanding any other provision of the empowers JMI to execute on behalf of Purchaser and to file such financing and continuation statements a security interest.

9. Refusal to Accept Delivery: Accepted orders are for shipment as soon as manufactured, and are not subject to suspension or to deferred shipments, except with JMI's written consent upon terms which will indemnify JMI for all loss or damages arising therefrom

10. Patent Liability: The Purchaser assumes and will bear the expense of, and will hold JMI harmless from and against, any suit, claim, or damages (including costs, expenses and reasonable attorneys' fees) incurred JMI arising from or out of any patent liability for goods manufactured to Purchaser's design or specification, or specially designed by JMI to meet Purchaser's requirements, or for actual or alleged infringement of any U. f any patent liability for goods manufactured to Purchaser's design or specification, or specification des y MI to meet Purchaser's requirements, or for actual or alleged infringement of any U.S. or foreign patent because of use of equipment in Purchaser's installation.

11. Limited Warranty: Subject to the limitation of Section 12, JMI warrants title and that all products sold hereunder shall conform to the JMI's standard specifications for the products, subject to reasonable man 11. <u>Limited Warranty</u>: Subject to the limitation of Section 12, JMI warrants title and that all products sold hereunder shall conform to the JMI's standard specifications for the products, subject to reasonable manuracumnic tolerances, for a period of one year from the date of the first use of the product or thirteen months from shipment, whichever occurs first. All products delivered hereunder shall be produced in compliance with the Fai Labor Standards Act of 1938 as amended. Except to the extent provided in an additional accompanying warranty statement if any, relating to a specific product ocvered by this order, THE FOREGOING IS THE SOLE AND EXCLUSIVE WARRANTY AND JMI MAKES NO OTHER REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF RECHANTABILITY OR FITNESS FOI PARTICULAR PURPOSE, OR ANY OTHER MATEER WITH RESPECT TO THE PRODUCTS, whether used alone or in combination with other substances. Any suggestions made by JMI concerning uses or applications of sali products reflect JMI's opinion only and JMI makes no warranty of results to be obtained. This warranty does not extend to the process of manufacture nor to the quality of any other components, processes, facilities oi equipment which are not supplied by JMI and in connection with which the product is to be used, and the Purchaser shall hold JMI harmless for warrange, arising from or out of the use of this product. JMI shall not be responsible for work done, material furnished or repairs made by others unless agreed to in writing, and reserves the right of doing or supervising any necessary repair work incident to putting products provided in accordance with instructions furnished by JMI. Standard components, such as compressors in prober operation. Purchaser agrees to use reasonable care in the operation and maintenance of products provided in accordance with that manufacture.

products in proper operation. Purchaser agrees to use reasonable care in the operation and maintenance of products provided in accordance with instructions furnished by JML. Standard componenc, such as compressions motors, instruments, etc. which are an integral part of the products, will be guaranteed to the extent of the warranty offered by that manufacturer. 12. Limitation of Liability: Within ten days after receipt of each shipment of products soid hereunder, Purchaser shall examine such products for any damage, defects or shortage. All claims, including for alleged damage or defective products, shortage or non-deliverance of products, negligence or any other cause whatsoever, which could have been discovered by such inspection shall be deemed waived unless made in writing and receivere by JML within thirty days after Purchaser's receipt of the products. Failure of Purchaser to give notice of any claim within such time period shall be deemed an absolute and unconditional waiver of such claim, irrespective or whether the facts giving rise to such claim shall have been discovered or whether processing, use or resale of the product shall be accessful determination of the validity of any claimed defect shall be conclusive and binding on Purchaser. PURCHASER'S EXCLUSIVE REMEDY SHALL BE FOR DIRECT DAMAGES ANDIM's TOTAL, COMPLETE AND EXCLUSIVE LIABILITY FOR ANY AND ALL LOSSESOR DAMAGES RESULTING FROM ANY CAUSE WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, BREACH OF WARRANTY, NEGLIGENCE OR STRICT LIABILITY, SHALL IN NO EVENT EXCEED THE PURCHASE PRICE OF THE PRODUCTS IN RESPECT TO WHICH THE BODDICTS. TO SHALL BE FOR DIRECT DAMAGES OR STRICT LIABILITY, SHALL IN NO EVENT EXCEED THE PURCHASE PRICE OF THE PRODUCTS IN RESPECT TO WHICH THE BODDICTS. and binding on Purchaser. PURCHASER'S EXCLUSIVE REMEDY SHALL BE FOR DIRECT DAMAGES AND/MIS 101AL, COMPLETE AND EXCLUSIVE LIABULTY FOR ANY AND ALL CLOSSES/OR DAMAGES RESPECT TO WHICH THE CLAUSE WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, BREACH OF WARANTY, NEGLIGENCE OR STRICT LIABULTY, SHALL INN OE EVENT EXCEED THE PURCHASE PRODUCTS IN RESPECT TO WHICH THE CLAIM IS MADE, OR AT THE ELECTION OF JMI, THE REPAIR OR REPLACEMENT OF SUCH PRODUCTS. JMI shall not be liable for, and Purchaser assumes responsibility for, all personal Injury and property damage resulting from the handling, possession, use or resale of the products. IN NO EVENT SHALL JMI BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER PURCHASER'S CLAIM IS IN CONTRACT NEGLIGENCE, STRICT LIABILITY OR OTHERWISE. Transportation charges for the return of products shall not be paid unless authorized in advance by JMI. JMI shall not indemnify nor be liable to Purchaser, Purchaser assigns, successors, purchases, lessees or licensees, or to any person or entity for any claims, losses, expenses or judgments arising out of or resulting in any way from the product or integration of compatibility of the product with any other components, processes, facilities or equipment which are not supplied by JMI. 13. Use of Product: Purchaser acknowledges and agrees that, with respect to products sold to Purchaser hereunder, Purchaser shall have the sole responsibility to properly install and operate the product and to determine and comply with all applicable Federal, state, local and regulated use restrictions and requirements, including, without limitation, the continuing responsibility to ensure that the use of product is in full compliance with all applicable reductal laws and regulations. Purchaser further acknowledges and agrees that JMI shall have no responsibility at any time with respect to the foregoing, and agrees to indemnify, defend and hold JM harmless from and against any and all losses, claims, liabilitites and damages (including costs, expenses

16. Entirety of Agreement: The terms and conditions contained herein, constitute the entire agreement between JMI and the Purchaser and shall supersede all previous communications, representations or agreements either verbal or written with respect to the subject matter described. No alteration or modification of these terms and conditions shall have any force, effect or validity whatsoever unless it shall be in writing signed by JMI and shall state that it is intended to be effective as such alteration or modification.

