



INVOICE

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

AT1900.00

CARRIER INFORMATION

Carrier	Contact
ROYAL3 INC Chicago, IL 60638	Leo D 6305661634 aaron@royal3inc.com

CONTACT INFORMATION

RXO, Inc.	After Hours
Jared Soderholm 773-365-6497 Jared.Soderholm@rxo.com	704-512-0420 internaltrack@rxo.com

PAYMENT

Carrier Pay Breakdown	
LNH Line Haul Flat	\$1900.00
Total Carrier Pay	\$1900.00

Bill To Address

RXO
PO Box 49069
Charlotte, NC 28277

Please refer to section **Paperwork Submission** for options on where to send your Invoice, POD and accessorial receipts (if applicable) for payments

AGREEMENT

Please sign and complete this form to submit as your 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.

Book loads with RXO Connect

Get real-time access to thousands of available loads.

Sign up



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ORDER INFORMATION

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

STOP DETAIL

Type	Date/Time	Name and Address	Commodity	Weight (lbs)/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 x 40.00 x 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 x 40.00 x 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

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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 accessories 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

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Sign up



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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.

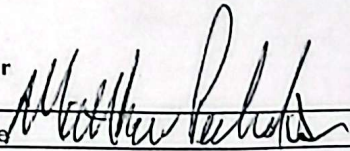
Remittance Changes and Payment Requests

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.

Book loads with RXO Connect

Get real-time access to thousands of available loads.

Sign up

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		80366848	
			Despatch Date		23-MAY-2025	
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 Country of Despatch USA Country of Destination USA Mode of Transport Road Carrier Leonard's Express Inc Delivery Terms FCA Pottstown Our Shipment Ref 127167			Kind of Packages, Description of Goods Gross Wgt (KG) 1.179,096 Net Wgt (KG) 1.119,096 No.of Packages 2			
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		
Shipping Marks			Additional Information			
SHIPMENT DETAILS						
Details		Description	Quantity	Batch	Origin	Batch Qty
PO Number:		5500056237				
Customer Call-off Ref		5500056237				
Item:		10	JD40488/JM CERAMIC	108 PC	0100416808	USA
JM Part Number		30006986	EXHAUST CATALYST			108 PC
H/S Code		8421.32.0000				
Customer Part No:		82484620				
OEM Part No:		DZ111828	NMFC No 8421.32.0000 Autocatalyst			
EMERGENCY CONTACT:(724) 564 7200 Note: OTE Liability Limitation for loss or damage in this shipment may be applicable. See 49 U.S.C. 14706(c) (1) (A) and (B).						
Consignee <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">Signature</div> <div style="border: 1px solid black; padding: 2px; margin-top: 2px;">Received by</div> <div style="border: 1px solid black; padding: 2px; margin-top: 2px;">Date</div>			Consignor <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">Signature </div> <div style="border: 1px solid black; padding: 2px; margin-top: 2px;">Loaded By</div> <div style="border: 1px solid black; padding: 2px; margin-top: 2px;">Date 23-MAY-2025</div>			
<div style="color: red; font-weight: bold; font-size: 1.2em;">MAY 27 2025</div> <div style="font-family: cursive; font-size: 1.5em; margin-top: 10px;">Jennifer Hoffa</div>						

JOHNSON MATTHEY
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 by 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 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 Purchaser 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. **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 JMI as to damage to product in transit 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 with 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 of 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. **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 in 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 be 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.
8. **Security Interest:** Purchaser grants to JMI a continuing lien on and first priority security interest in all right, title and interest of Purchaser in and to the product purchased by Purchaser hereby (the "Collateral"); provided, however, that JMI's security interest in product purchased hereunder shall terminate upon full payment of the purchase price and related charges therefore. Notwithstanding any other provision of this Agreement, if Purchaser breaches this Agreement, JMI shall be entitled to foreclose on the Collateral and shall have all remedies available to secured 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 JMI's 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 by 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 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 Fair 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 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 said 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 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, 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-delivery 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 AND JMI'S TOTAL, COMPLETE AND EXCLUSIVE LIABILITY FOR ANY AND ALL LOSSOR 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 nor 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 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 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 JMI 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 nonpublic information relating to the technology or business of JMI, 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 JMI, Purchaser shall (i) maintain in confidence and not disclose Confidential Information to any third persons, (ii) not duplicate or publish any Confidential Information, and (iii) use Confidential Information only for the purposes authorized herein. JMI shall be entitled to enforce its rights hereunder by all available legal and equitable remedies, including, without limitation, the right to obtain an injunction.
15. **Terms of Payment:** 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, (ii) refuse to make further deliveries, (iii) 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 its affiliates to deduction or setoff against any counterclaim of JMI or its affiliates arising out of this order or any other order. Purchaser acknowledges that its business dealings with JMI or its affiliates constitute a single continuous transaction, notwithstanding the issuance of separate purchase orders, acknowledgements or similar documents from time to time.
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.

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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 Purchaser without cost or charge to JMI. Purchaser shall supply JMI with any sales or use tax exemption or resale certificates prior to shipment.
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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 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 Federal 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 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 said 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 the 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 compressor 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-delivery 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 AND JMI'S TOTAL, COMPLETE AND EXCLUSIVE LIABILITY FOR ANY AND ALL LOSSES OR 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 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 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 JMI 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 nonpublic information relating to the technology or business of JMI, 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 JMI, Purchaser shall (i) maintain in confidence and not disclose Confidential Information to any third persons, (ii) not duplicate or publish any Confidential Information, and (iii) use Confidential Information only for the purposes authorized herein. JMI shall be entitled to enforce its rights hereunder by all available legal and equitable remedies, including, without limitation, the right to obtain an injunction.
15. **Terms of Payment:** 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, (ii) refuse to make further deliveries, (iii) 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 its affiliates to deduction or setoff against any counterclaim of JMI or its affiliates arising out of this order or any other order. Purchaser acknowledges that its business dealings with JMI or its affiliates constitute a single continuous transaction, notwithstanding the issuance of separate purchase orders, acknowledgements or similar documents from time to time.
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.

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

80366850

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.


	Johnson Matthey Inc. US Smithfield Clean Air Mountain View Drive Smithfield Pennsylvania 15478 USA VAT Reg No. (724) 564 7200		Delivery Note	
			Delivery Number	80366846
			Despatch Date	23-MAY-2025
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 Country of Despatch USA Country of Destination USA Mode of Transport Road Carrier Leonard's Express Inc Delivery Terms FCA Pottstown Our Shipment Ref 127167			Kind of Packages, Description of Goods Gross Wgt (KG) 765 Net Wgt (KG) 675 No. of Packages 3	
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-5169371		
Shipping Marks		Additional Information		

SHIPMENT DETAILS					
Details	Description	Quantity	Batch	Origin	Batch Qty

PO Number:	5500056237							
Customer Call-off Ref	5500056237							
Item:	10	JD40455/JM CERAMIC	135	PC	0100403887	USA	45	PC
JM Part Number	30006982	EXHAUST CATALYST				USA	90	PC
H/S Code	8421.32.0000				0100416805			
Customer Part No:	82442700							
OEM Part No:	DZ111194	NMFC No 8421.32.0000 Autocatalyst						

EMERGENCY CONTACT: (724) 564 7200 Note: OTE Liability Limitation for loss or damage in this shipment may be applicable. See 49 U.S.C. 14706(c) (1) (A) and (B).

Consignee

Signature	
Received by	
Date	

MAY 27 2025

DRIVER COPY

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

80366848

Despatch Date

23-MAY-2025

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

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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

80366847

Despatch Date

23-MAY-2025

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

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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		80366849																		
			Despatch Date		23-MAY-2025																		
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 <table style="width:100%; border: none;"> <tr><td style="width:50%;">Country of Despatch</td><td>USA</td></tr> <tr><td>Country of Destination</td><td>USA</td></tr> <tr><td>Mode of Transport</td><td>Road</td></tr> <tr><td>Carrier</td><td>Leonard's Express Inc</td></tr> <tr><td>Delivery Terms</td><td>FCA Pottstown</td></tr> <tr><td>Our Shipment Ref</td><td>127167</td></tr> </table>			Country of Despatch	USA	Country of Destination	USA	Mode of Transport	Road	Carrier	Leonard's Express Inc	Delivery Terms	FCA Pottstown	Our Shipment Ref	127167	Kind of Packages, Description of Goods <table style="width:100%; border: none;"> <tr><td style="width:50%;">Gross Wgt (KG)</td><td>1.179,096</td></tr> <tr><td>Net Wgt (KG)</td><td>1.119,096</td></tr> <tr><td>No.of Packages</td><td>2</td></tr> </table>			Gross Wgt (KG)	1.179,096	Net Wgt (KG)	1.119,096	No.of Packages	2
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Vessel/Flight no.		Port/Airport of Discharge		Vehicle/Container Seal																			
Shipping Marks			Additional Information																				
SHIPMENT DETAILS																							
Details		Description	Quantity	Batch	Origin	Batch Qty																	
PO Number:		5500056237																					
Customer Call-off Ref		5500056237																					
Item:		10 JD40487/JM CERAMIC 108 PC 0100406709 USA 108 PC																					
JM Part Number		30006987 EXHAUST CATALYST																					
H/S Code		8421.32.0000																					
Customer Part No:		82550014																					
OEM Part No:		DZ111829 NMFC No 8421.32.0000 Autocatalyst																					
EMERGENCY CONTACT:(724) 564 7200 Note: OTE Liability Limitation for loss or damage in this shipment may be applicable. See 49 U.S.C. 14706(c) (1) (A) and (B).																							
Consignee <table border="1" style="width:100%; border-collapse: collapse;"> <tr><td style="height: 20px;">Signature</td></tr> <tr><td style="height: 20px;">Received by</td></tr> <tr><td style="height: 20px;">Date</td></tr> </table>			Signature	Received by	Date	Consignor <table border="1" style="width:100%; border-collapse: collapse;"> <tr><td style="height: 20px;">Signature </td></tr> <tr><td style="height: 20px;">Loaded By</td></tr> <tr><td style="height: 20px;">Date 23-MAY-2025</td></tr> </table>			Signature	Loaded By	Date 23-MAY-2025												
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Date 23-MAY-2025																							
<div style="display: flex; justify-content: space-around; align-items: center;"> <div style="text-align: center;"> <p style="color: red; font-weight: bold;">MAY 27 2025</p> </div> </div>																							

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

80366846

Despatch Date

23-MAY-2025

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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.

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Johnson Matthey Inc. Clean Air Audubon Devon Park Drive, Wayne, USA, Pennsylvania, 19087 Website:
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JOHNSON MATTHEY
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 by 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 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 Purchaser 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 or 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. **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 JMI as to damage to product in transit 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 with 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 of 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. **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 in 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 be 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.
8. **Security Interest:** Purchaser grants to JMI a continuing lien on and first priority security interest in all right, title and interest of Purchaser in and to the product purchased by Purchaser hereby (the "Collateral"). Provided, however, that JMI's security interest in product purchased hereunder shall terminate upon full payment of the purchase price and related charges therefor. Notwithstanding any other provision of this Agreement, if Purchaser breaches this Agreement, JMI shall be entitled to foreclose on the Collateral and shall have all remedies available to secured parties under the Uniform Commercial Code. Purchaser authorizes and 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's 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 by 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 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 Fair 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 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 said 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 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, 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 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 AND JMI'S TOTAL, COMPLETE AND EXCLUSIVE LIABILITY FOR ANY AND ALL LOSS OR 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 nor 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 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 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 JMI 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.
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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

80366850

Despatch Date

23-MAY-2025

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

Country of Despatch USA
Country of Destination USA
Mode of Transport Road
Carrier Leonard's Express Inc
Delivery Terms FCA Pottstown
Our Shipment Ref 127167

Kind of Packages, Description of Goods

Gross Wgt (KG) 403,032
Net Wgt (KG) 373,032
No. of Packages 1

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

Shipping Marks

Additional Information

SHIPMENT DETAILS

Details	Description	Quantity	Batch	Origin	Batch Qty
PO Number: 5500056237					
Customer Call-off Ref 5500056237					
Item: 10	JD40486/JM CERAMIC	36 PC	0100413162	USA	36 PC
JM Part Number 30006988	EXHAUST CATALYST				
H/S Code 8421.32.0000					
Customer Part No: 82550013					
OEM Part No: DZ111830	NMFC No 8421.32.0000 Autocatalyst				
EMERGENCY CONTACT:(724) 564 7200 Note: OTE Liability Limitation for loss or damage in this shipment may be applicable. See 49 U.S.C. 14706(c) (1) (A) and (B).					

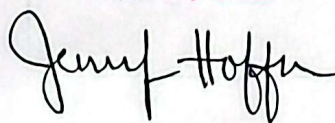
Consignee


Signature
Received by
Date

Consignor

Signature
Loaded By
Date 23-MAY-2025

MAY 27 2025



	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

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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 Purchaser 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. **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 JMI as to damage to product in transit 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 with 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.
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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 in 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 be 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.
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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 by 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 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 Fair 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 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 said 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 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, will be guaranteed to the extent of the warranty offered by that manufacturer.
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14. **Confidential Information:** For purposes hereof, "Confidential Information" shall include the manufacturing engineering, technical, business financial and other nonpublic information relating to the technology or business of JMI, 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 JMI, Purchaser shall (i) maintain in confidence and not disclose Confidential Information to any third persons, (ii) not duplicate or publish any Confidential Information, and (iii) use Confidential Information only for the purposes authorized herein. JMI shall be entitled to enforce its rights hereunder by all available legal and equitable remedies, including, without limitation, the right to obtain an injunction.
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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 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 JMI and shall state that it is intended to be effective as such alteration or modification.

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

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
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Shipment Information	Kind of Packages, Description of Goods
Country of Despatch USA	Gross Wgt (KG) 126
Country of Destination USA	Net Wgt (KG) 96
Mode of Transport Road	No.of Packages 1
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/Flight no.	Port/Airport of Discharge	Vehicle/Container Seal
Shipping Marks		Additional Information


SHIPMENT DETAILS

Details	Description	Quantity	Batch	Origin	Batch Qty
PO Number: 5500056238					
Customer Call-off Ref 5500056238					
Item: 10	DD40260/JM	96 PC	0100412027	USA	96 PC
JM Part Number 30006599	CERAMIC EXHAUST				
H/S Code 8421.32.0000	CATALYST				
Customer Part No: 82218641					
OEM Part No: A 011 491 1714	NMFC No 8421.32.0000 Autocatalyst				

EMERGENCY CONTACT:(724) 564 7200 Note: OTE Liability Limitation for loss or damage in this shipment may be applicable. See 49 U.S.C. 14706(c) (1) (A) and (B).

Consignee	Consignor
Signature	Signature 
Received by	Loaded By
Date	Date 23-MAY-2025

MAY 27 2025



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	80366849
		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.

JOHNSON MATTHEY
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 in writing by Johnson Matthey Inc. ("JMI"). All contracts made by 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 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 Purchaser 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. **Title and Risk of Loss to Product:** Title to and risk of loss of or damage to product shall pass to Purchaser upon delivery of the product to the common carrier. The responsibility of JMI as to damage to product in transit 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 with 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 of changes must be submitted to JMI by the Purchaser in writing.
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JOHNSON MATTHEY
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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 Purchaser without cost or charge to JMI. Purchaser shall supply JMI with any sales or use tax exemption or resale certificates prior to shipment.
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