Terms and Conditions of Sale

Entire Agreement

Unless both parties have signed an unexpired prior written agreement regarding the sale and purchase of Seller's products identified on Seller's accompanying order confirmation (the "Products"), these Terms and Conditions and Seller's accompanying order confirmation supersede and replace all prior agreements, representations and understandings, whether oral or written, and contain the entire agreement (the "Agreement") between the parties regarding the sale and purchase of the Products. This Agreement shall not be modified or amended orally, by the terms of any purchase orders or other documentation issued unilaterally by Buyer or by any course of dealing or trade usage but may be amended only in written form bearing signature by authorized representatives of both parties. As used herein, "Seller" means Ascent Industries Co. or its subsidiary or affiliate, as applicable, and "Buyer" means the purchaser of the Products referenced on the accompanying order confirmation.

Payment

Unless otherwise specified in any invoice issued by Seller to Buyer, Buyer shall pay Seller for Product within thirty (30) days of Seller's invoice by wire, electronic funds transfer, or check in accordance with Seller's invoice instructions. If Buyer makes any ACH payments to Seller's account that pass through a financial institution located outside the United States, Buyer will comply with the NACHA International ACH Transaction requirements.

If Buyer fails to pay Seller in accordance with the above terms, or if, in the reasonable opinion of Seller, Buyer's financial condition or Buyer's ability to otherwise perform its obligations under this Agreement is impaired or unsatisfactory, then Seller, at its sole discretion and without prejudice to its other rights and remedies, may without further notice to Buyer (a) suspend deliveries until all indebtedness is paid in full and/or (b) place Buyer's shipments on a cash-in-advance basis until arrangements are made for security or other assurances satisfactory to Seller, in each case at Seller's sole discretion. In the event of Buyer's default in payment, Buyer shall pay Seller's costs of collection, including, but not limited to, reasonable attorneys' fees and costs. All payments under this Agreement shall be made at the full invoiced amount; no prompt payment or other discount shall apply unless otherwise agreed in writing. Seller reserves the right to charge the greater of 15% per month, or the maximum amount allowable under the law

on past due invoices or any outstanding balance. Any preexisting obligation of Buyer to make payment for Product delivered hereunder shall survive termination of this Agreement.

Credit

Seller may establish a credit limit for Buyer's account. Seller reserves the right to refuse to make shipments to Buyer if such shipments would cause Buyer to exceed such credit limit. Seller may increase or decrease such credit limit from time to time, in Seller's discretion. Seller's failure to enforce the credit limit in any instance shall not constitute a waiver of Seller's right to subsequently enforce the credit limit. Seller shall be under no obligation to hold or store Products for Buyer beyond the scheduled shipment date if, on such date, Buyer's account would exceed the established credit limit if shipments were made. Orders for Products so affected may, at Seller's option, be treated by Seller as canceled, and will be subject to cancellation charges to cover Seller's costs in relation to such cancellation. In lieu of extending credit, at Seller's discretion, Seller is entitled to request from Buyer collateral acceptable to Seller, such as but not limited to a cash-in-advance deposit or an acceptable letter of credit prior to the supply of any Products hereunder.

Price Adjustments

Seller may revise the price of any Product upon at least 15 days' prior notice to Buyer. Such revised price shall be paid by Buyer on all shipments made on and after the effective date of the price change, irrespective of the dates when the orders for such shipments were placed. If Seller desires to revise any price, but is prevented from so doing by any law, governmental decree, order or regulation, or if any price at any time in effect hereunder is nullified or reduced by reason of any law, governmental decree, order or regulation, Seller shall have the right to revise this Agreement in order to most nearly accomplish the original intent of this Agreement or terminate this Agreement immediately upon written notice to Buyer. Seller may at any time, and without notice to or obligation of any kind to Buyer, sell Product to other buyers at prices below or on other terms different from those obtained by Buyer hereunder.

Taxes

Any tax or governmental charge or increase in same hereafter becoming effective and increasing the cost to Seller of producing, selling or delivering the Product or of procuring materials used therein, and any tax now in effect or increase in same payable by Seller because of a sale of any Product hereunder, such as Sales Tax, Value Added Tax, Use Tax, Retailer's Occupational Tax, or Gross Receipts Tax, may, at Seller's option, be added to the price for such Product and invoiced to Buyer accordingly.

Title, Risk, And Freight

Notwithstanding anything in the applicable Incoterm to the contrary, title and risk of loss of Product shall pass to Buyer at Seller's designated shipping point(s). If Seller is responsible for payment of freight, Seller may select the carrier and routing. If Buyer requests delivery by a different carrier or a different route, Buyer will be responsible for any increased freight cost and Seller may invoice Buyer accordingly. Any increase in freight rates paid by Seller on deliveries covered by this Agreement more than the freight rates in effect on the date of this Agreement, may, at Seller's option, be added to the price of the affected Product and invoiced to Buyer accordingly.

Quantity And Quality Testing

Seller's quality methods and laboratory analysis of Product (i.e., weight, composition, etc.) shall be conclusively binding, unless Buyer proves to Seller's reasonable satisfaction that Seller's analysis report is erroneous. Seller shall not be responsible for claims for latent errors in quality not made within five (5) business days after Buyer's receipt of Product. All other claims for damages in transit must be made upon receipt of Product and must be noted on the delivery ticket or bill of lading.

Delivery

Delivery dates are not guaranteed but are estimated based on immediate receipt by Seller of all information to be furnished by Buyer and the absence of delays, direct or indirect, resulting from or contributed to by circumstances beyond Seller's reasonable control. Seller shall in good faith endeavor to meet estimated delivery dates. Seller reserves the right to make partial shipments. Payments for partial shipments are due on the dates of invoices covering them. Any delay of product delivery at Buyer's request may incur charges for warehousing or storage. Buyer is responsible for compliance with all export regulations and indemnifies Seller from any liability associated with the export of Products.

Force Majeure

When either party's ability to manufacture, deliver, receive or consume Product or to otherwise perform under this Agreement (other than Buyer's obligation or ability to make payment for Product delivered under this Agreement) is impeded, restricted or affected by causes beyond its reasonable control such as (i) fire, explosion, flood, storm, earthquake, tidal wave, act of God, epidemic or pandemic, terrorism, war, military operation, national emergency, civil commotion, or other event of the type of the foregoing, (ii) any strike or other difference with workers or unions (without regard to the reasonableness of acceding to the demands of such workers or unions), (iii) any governmental law, regulation, decree, order, or similar act, or (iv) any shortage in supplies of, or impairment in the production, manufacturing, transportation or distribution

facilities of, either party attributable to (a) mechanical or other interruption, breakdown or failure, (b) the order, requisition, request, or recommendation of any governmental agency or acting governmental authority, or either party's compliance therewith, (c) governmental proration, regulation, or priority, or (d) the inability of Seller to obtain from its usual sources, on terms and conditions deemed practical by Seller in its sole judgment, any right, equipment, labor, transportation, or any feedstock or other raw material (including energy) necessary for manufacturing, producing or delivering Product, then the party whose ability is so impeded, restricted, or affected shall have the right, in its sole discretion, by notice to the other party, to reduce, in part or in full, deliveries or receipt of Product hereunder, and such notifying party shall have no liability or responsibility to the other party for any loss or damage resulting from such reduced deliveries or receipt of Product. Any such deliveries so reduced shall be permanently canceled rather than merely suspended. If Seller's ability to supply Buyer with Product from Seller's facilities is impeded, restricted, or affected by one or more of the aforementioned causes, then Seller shall not be obligated to purchase or obtain Product for Buyer on the open market or from other producers or suppliers of Product.

Allocation

If sufficient Product is not available for any reason, Seller may allocate Product for its and its Affiliates' needs and among its customers in a commercially reasonable manner. Seller will make reasonable efforts to obtain additional Product from other sources for delivery to Buyer, provided Buyer agrees to pay all additional costs associated with such Product. Allocation of Product pursuant to this Section shall completely satisfy and discharge Seller's supply obligations.

Confidentiality

Any specifications, samples, designs, formulations, trade secrets, patents, financial data, or other information that Buyer or Seller (the "Disclosing Party") identifies as or otherwise deems confidential (the "Confidential Information") and discloses to the other Party ("Receiving Party") in connection with this contract or any PO shall remain the exclusive property of the Disclosing Party and shall, along with any information derived from the same, be kept confidential by the Receiving Party and its employees and agents and shall not, without the Disclosing Party's prior written consent, be disclosed to any third party or used except for purposes of the PO. The Receiving Party agrees not to chemically analyze or reverse engineer any sample or to assist and/or allow any third party to do so without the express written consent of the Disclosing Party. Notwithstanding the foregoing, such information shall not be deemed confidential to the extent that the Receiving Party can demonstrate by written record that it was previously known by the Receiving Party, became generally available to the public through no fault of the Receiving Party, was disclosed to the Receiving Party by a third party without breach of any confidentiality obligation, or is specifically required to be disclosed by law or legal process. The

Buyer and Seller agree that the covenant of confidentiality and nondisclosure set forth above shall survive termination of this contract and shall remain in effect for so long as the Confidential Information remains confidential. The Parties agree that this covenant shall supersede any contrary duration term set forth in any previously executed Confidentiality / Nondisclosure Agreement.

Disclaimer

Seller warrants that at the time and place of delivery all Products sold hereunder shall conform to the written specifications, if any, provided to Buyer by Seller in an Exhibit attached to this Agreement. Seller makes no other warranty of any kind, express or implied, including but not limited to any warranty of merchantability or fitness for a particular purpose, non-infringement of any intellectual property right of any third party, or warranties as to quality or correspondence with prior description or sample, and Buyer assumes all risk and liability whatsoever resulting from the use of such materials, whether used singly or in combination with other substances. Buyer shall examine and test the Products upon receipt. Before Products are used and within five (5) business days from receipt of shipment or such longer period of time as is required by applicable law, Buyer shall notify Seller in writing of any claims on account of quality, loss, damage, or otherwise. Failure to so notify Seller shall constitute a waiver by Buyer of all claims with respect to such Products.

Indemnity

Subject to the Limitation of Liability set forth in this Agreement, each party shall defend, indemnify and hold harmless the other party hereto from and against all actual or alleged liability, loss, or damage to third parties resulting from or arising out of the indemnifying party's handling, use or disposal of or exposure to Product or material produced therefrom that is in the indemnifying party's possession or control, excluding that liability, loss or damage arising from the indemnitee's own negligence. Seller shall be deemed to be in possession or control of Product for all periods of time before title to Product passes to Buyer, and Buyer shall be deemed to be in possession or control of Product or material produced therefrom for all periods of time after title to Product passes to Buyer.

Limitation Of Liability

Seller's maximum liability for any breach of this Agreement, or any other claim related to the Product, shall be limited to the purchase price of the Product or portion thereof (as such price is set forth in this Agreement) to which such breach or claim pertains. In no event shall Seller be liable for any consequential, incidental, special or punitive damages, including but not limited to any damages for lost profits or business opportunities.

Product Stewardship

Buyer represents that it has expertise and knowledge in the handling, processing, storage, transportation of the Products, acknowledges receipt of Seller's safety data sheet for the Product, if applicable, and acknowledges that it has had the opportunity to obtain from Seller such additional data and explanations as Buyer considers necessary for it to establish and implement appropriate procedures and warnings to protect its employees, agents, direct and indirect customers, contractors and the environment from any hazards associated with the handling, use, blending, processing, storage, and transportation of the Product. Buyer shall be responsible for familiarizing itself and to comply with all governmental laws, regulations and standards relating to the handling, use, storage, distribution, disposal of and exposure to the Product. Buyer shall also take all steps necessary to adequately inform, warn and familiarize its employees, agents, direct and indirect customers and contractors who may handle or be exposed to the Product of all hazards pertaining to and proper procedures for safe handling, use, storage, transportation and disposal of and exposure to the Product, and the containers or equipment in which the Product may be handled, shipped or stored. Buyer also undertakes to label as appropriate any materials which it makes or sells that include the Product. As used in this section, "Product" also includes any impurity, derivative product, by-product and waste product. Buyer assumes full responsibility for and liability arising out of the storage, handling, transportation, sale, use and disposal of any Product after delivery to it of such Product, and of any derivative product, any co-product, by-product or waste product therefrom, including the use of any such Product alone or in combination with other substances and compliance or non-compliance with any laws or regulations relating thereto. Buyer will properly and lawfully dispose of all unused Product at its own expense and will not attempt to return such Product to Seller without Seller's prior written approval. Seller reserves the right, among other remedies, either to cancel this Agreement or suspend further deliveries in the event Buyer fails to unload, handle, store, use, process, sell, or dispose of Products in a safe and environmentally responsible manner, with due regard to health and industrial hygiene.

Assignment

This Agreement shall not be assigned by either party without the written consent of the other, except to its successor-in-interest by operation of law or to the transferee of all or substantially all of the party's equity or assets to which this Agreement relates. In addition, Seller may, without the consent of Buyer, assign its rights to collect and receive payment of amounts due hereunder in connection with a factoring, securitization, or other similar arrangement regarding some or all of Seller's receivables.

Notices

Notices shall be deemed effective as follows: (a) if delivered personally, sent by U.S. Mail (whether by U.S. Express Mail, registered mail or certified mail), sent by recognized overnight delivery service or sent by a courier service, upon the earlier of actual receipt or five business days after such notice was sent, or (b) if sent by email, on the day following the day on which the email was sent, or (c) such earlier time as confirmed in writing by the receiving Party.

No Third Party Beneficiaries

This Agreement is for the sole benefit of the parties hereto and their successors and permitted assigns, and nothing herein expressed or implied shall give or be construed to give to any person any legal or equitable rights hereunder.

Waiver

The failure of either party to insist, in any one instance or more, upon the performance of any of the covenants or conditions of this Agreement, or to exercise any right or privilege herein conferred, shall not be construed as thereafter waiving any such covenants, conditions, rights or privileges, but the same shall continue and remain in full force and effect.

Governing Law/Waiver And Jury Trial/Consent To Jurisdiction

This Agreement shall be governed and construed in accordance with the laws of Illinois without regard to the conflicts of law principles thereof. Further, the United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. Each party to this Agreement waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in respect of any action, suit, or proceeding arising out of or relating to this Agreement. Further, Buyer and Seller irrevocably submit to the exclusive jurisdiction of the U.S. federal courts located in the Northern District Illinois and the state courts located in Cook County, Illinois, in respect of the interpretation and enforcement of the provisions of this Agreement, and in respect of the transactions contemplated hereby, and hereby waive and agree not to assert, as a defense in any action, suit, or proceeding for the interpretation or enforcement hereof or of any related document, that it is not subject thereto or that such action, suit, or proceeding may not be brought or is not maintainable in said courts or that the venue thereof may not be appropriate or that this Agreement or any related document may not be enforced in or by such courts. Buyer and Seller consent to and grant any such court jurisdiction over the person of such parties and over the subject matter of any such dispute. The substantially prevailing party is entitled to reasonable attorney fees.

Compliance With Laws

Each party agrees to comply with all applicable laws, rules, and regulations ("Laws"), from whatever authority they may emanate, provided they are not in conflict with U.S. or Delaware Law. Moreover, each party agrees to comply with all applicable U.S. Laws, including but not limited to those Laws administered or enforced by the following U.S. departments and agencies: EPA, OSHA, Commerce Department, State Department and Treasury Department. Furthermore, Buyer shall comply with all applicable export control and trade embargo Laws (including but not limited to the U.S. Export Administration Regulations, the U.S. International Traffic in Arms Regulations, the regulations administered by the Department of the Treasury's Office of Foreign Assets Control and the U.S. Foreign Trade Statistics Regulations), and shall not resell, export, re-export, distribute, transfer or dispose of any of the Product, directly or indirectly, without first obtaining all necessary written consents, permits, authorizations, and licenses and completing such formalities as may be required by any such Laws. Failure by Buyer to comply with such Laws shall constitute a material breach of this Agreement. Buyer agrees to impose this same compliance requirement in its contracts with third parties pertaining to the Product. In the event this Agreement, or any material obligation or action herein imposed upon either party hereto, shall at any time be in conflict with any such Law, such that a material change to the terms of this Agreement would be required to restore compliance with Law, then the party affected by such change shall have the right to terminate this Agreement by written notice to the other party. Such termination shall not relieve Buyer of its obligation to pay in full any unpaid balances due hereunder; Seller shall be relieved of any obligation to make additional deliveries hereunder as of the date of such termination.

Severability

If for any reason any provision contained in this Agreement is held to be invalid, illegal, unenforceable, or otherwise void by a court of competent jurisdiction, the remaining provisions of this Agreement shall not be affected and shall continue in full force and effect.

Trademarks

Neither party shall use the trademarks of the other without the other party's prior written approval. No license or right to use the other party's trademarks is implied or granted.

Special Order

If the Product sold hereunder is manufactured specially for Buyer and Buyer's performance is suspended or terminated for any reason, in addition to Seller's other rights and remedies, Seller may require Buyer to take delivery of and make payment for such Product as has been specially manufactured or as may be in process of manufacture as of the date of such notice of suspension or termination; if Buyer cannot take delivery of such Product, Buyer shall make

payment for same as if delivery had been taken and Seller may store or dispose of such Product for Buyer's account and at Buyer's expense.

Buyer shall defend, indemnify and hold Seller harmless from and against any expense, judgment, liability or loss, including reasonable attorneys' fees and costs, resulting from any claim of infringement of any patents, trademarks, copyrights or other third party property rights that results from Seller's compliance with Buyer's specifications or instructions.

Technical Information

If Seller furnishes technical or other information or advice to Buyer, whether or not at Buyer's request, Seller shall not be liable for, and Buyer assumes all risks related to, such information or advice and the results thereof.

Relationship Of Parties

Nothing contained herein shall be construed to create an association, joint venture, trust, or partnership, or impose a trust or partnership covenant, obligation, or liability on or with regard to the parties. Each party shall be individually responsible for its own covenants, obligations, and liabilities under this Agreement.

Construction Of Agreement

Any ambiguities or uncertainties in the wording of any provision of this Agreement shall not be construed or interpreted for or against any party because that party drafted or caused its legal representative to draft the provision. Unless expressly stated otherwise in this Agreement, words used in the singular include the plural, the plural includes the singular, and the neuter gender includes the masculine and the feminine.

Headings

The headings used herein are for convenience only and shall not be used to interpret this Agreement.