



Corbion  
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**TO** Our Valued Customer  
**DATE** 4/1/2024  
**SUBJECT** Continuing Product Guarantee and Indemnity Agreement

Buyer: Tilley Chemical Address: All U.S. and Canada Locations

The undersigned hereby guarantees that, at the time of delivery of any products ("Products") sold by Caravan Ingredients Inc.\Purac America Inc. acting under the trade name Corbion ("Corbion") to the Buyer identified above, the Products: (1) will not be adulterated or misbranded (within the meaning of the U.S. Federal Food, Drug and Cosmetic Act (the "Act")); (2) will not be an article which may not be introduced into interstate commerce in accordance with Sections 404 and 405 of the Act; and (3) will not be an article that cannot be legally transported or sold under the provisions of any other U.S. federal, state or local law, rule regulation, ordinance or order.

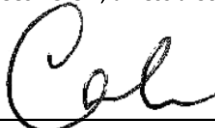
The guarantee in the preceding paragraph is limited to the extent permitted by applicable laws, as the same are effective at the time this guarantee is delivered by Corbion to Buyer. Except for any written warranties granted under Corbion's preprinted terms and conditions accompanying an order confirmation, or warranties signed by a Corbion vice-president, the guarantee in the preceding paragraph is the sole and exclusive guarantee and warranty provided by Corbion. All other warranties, including warranties of merchantability and fitness for a particular purpose, are expressly disclaimed. If Corbion and Buyer are ever parties to a signed supply agreement for the sale of the Products, that supply agreement will prevail and this guarantee will automatically expire.

Corbion will indemnify and hold harmless Buyer from and against each and every loss resulting from any third party claim, action, suit or proceeding (including a governmental authority) (each a "Covered Claim"), to the extent caused by Corbion's Products not conforming with the guarantees provided in this letter upon the following conditions: i) that Corbion be given prompt written notice of any alleged Covered Claim; ii) Buyer pursues a reasonable defense against the Covered Claim; and iii) Corbion is given full and complete opportunity to investigate and participate in defense against the Covered Claim. Notwithstanding the preceding, Corbion has no obligation to indemnify or hold Buyer harmless to the extent any demand, action, claim, etc. alleged to be a Covered Claim, arises or results in whole or part from Buyer's or Buyer's representative's act or omission, or from any change or modification to, or any misuse of, any Product after the Product leaves Corbion's control.

Corbion's cumulative liability in connection with or arising out of this guarantee or Buyer's purchase or products from Corbion, however caused and whether arising under law or equity, will in no event exceed the lesser of (a) the sum of the purchase price paid by Buyer to Corbion for the batch of the Products in respect of which the liability arises or (b) \$250,000. Neither party will be liable to the other party for any incidental, consequential, special, indirect or exemplary damages, including lost profits or costs of cover, loss of use, product recall costs, business interruption or the like.

This Agreement will be governed and interpreted for all purposes by the laws of the State of Kansas, U.S.A., without giving effect to any conflict of laws principles that would require the application of the laws of a different jurisdiction. Exclusive venue for any proceeding relating to this guarantee will be in the state and federal courts of Johnson County, Kansas.

By purchasing Corbion's Products and accepting this guarantee, Buyer agrees to its terms and conditions. The guarantees given herein are continuing in nature and effect until they are earlier revoked or replaced in writing by Corbion or otherwise expire under the terms of this guarantee. Nothing in any purchase order or other Buyer document will modify the guarantees herein, unless a Corbion vice-president specifically accepts them in writing.

  
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Colin McMullin, VP General Counsel

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April 1, 2024  
Issue Date

**THIS GUARANTEE AND INDEMNITY AGREEMENT WILL BECOME EFFECTIVE WITH BUYER'S SIGNATURE BELOW:**

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_