GULF COAST SAND, LLC

TERMS AND CONDITIONS OF SALE

Revision 2026.2 • Effective November 10, 2026

These Terms and Conditions of Sale ("Terms") govern every sale of product(s) by Gulf Coast Sand, LLC ("GCS" or "SELLER") to the purchaser ("CUSTOMER"). These Terms, together with GCS's written quotation (the "Quotation"), any credit application accepted by GCS (including any personal guaranty and ACH authorization given with it), and the terms stated on GCS's invoices and delivery tickets (all of which are incorporated herein by reference), constitute the complete agreement governing the sale of product(s) and any extension of credit to CUSTOMER. By requesting a Quotation, submitting a credit application, ordering, or accepting any product(s), CUSTOMER agrees to be bound by these Terms.

1. Acceptance; Rejection of Conflicting Terms. By receipt of this document, submission of a purchase order, or acceptance of any product(s), CUSTOMER agrees to be bound by these Terms. These Terms, the GCS invoice, and the GCS delivery ticket supersede any purchase order submitted by CUSTOMER, and any terms of any purchase order other than the identity and quantity of the item(s) purchased are null, void, and of no legal effect. All terms and conditions contained in any purchase order, acknowledgment, or other document of CUSTOMER that differ from or add to these Terms are expressly rejected by GCS and shall not be binding unless expressly accepted by GCS in a writing signed by an authorized representative of GCS. GCS's acceptance of any order or delivery of product(s) shall not be construed as assent to any such different or additional terms. GCS reserves the right to reject any purchase order.

2. Order of Precedence. If the Quotation and these Terms conflict, the express commercial terms stated on the face of the Quotation (including price, quantity, specification, delivery terms, payment terms, pricing validity, and any free time, demurrage, detention, standby, or fuel-adjustment rates stated there) control as to that sale, and these Terms control in all other respects. GCS's invoices and delivery tickets control as to the quantities delivered. No term of CUSTOMER's purchase order or other document controls over either, except as expressly accepted by GCS in writing under Section 1.

3. Commercial Purchase. CUSTOMER represents and warrants that it purchases product(s) solely for resale or for commercial, industrial, or construction use in CUSTOMER's business, and not for personal, family, or household purposes, and that it is a merchant with respect to goods of the kind sold hereunder.

4. Credit; Authorization to Obtain Information. Where CUSTOMER applies for credit, CUSTOMER furnishes the information in its credit application, including any financial statement provided, for the purpose of procuring credit from time to time with GCS, and represents and warrants that such information is true, correct, and a complete statement of its financial condition. CUSTOMER authorizes GCS to obtain credit and financial information concerning CUSTOMER at any time and from any source, and authorizes GCS to contact any trade and bank references CUSTOMER provides and gives permission to those references to release information about CUSTOMER's credit experience with them.

5. Price; Escalation and Surcharges. The purchase price of the product(s) shall be established by GCS. Prices shall be valid for the stated amount of time, except for changes in freight and energy costs or changes in federal, state, or local laws or regulations affecting the mining, processing, and transportation of the product. GCS may assess a fuel or energy surcharge based upon increases in diesel, natural gas, or electricity costs above the base rates in effect as of the date of GCS's quotation, calculated by reference to a published index identified in GCS's Quotation or invoice (e.g., the U.S. Energy Information Administration Gulf Coast (PADD 3) monthly average diesel price), applied monthly using the prior month's published average against the base rate stated in the Quotation or, if none is stated, the published average for the month in which the Quotation was issued; no reduction applies if the average falls below the base rate. If, during the term of any Quotation or order, GCS's cost of labor, materials, supplies, or third-party services increases, the price of product(s) not yet delivered shall be equitably adjusted by the amount reasonably necessary to cover such increases, documented by GCS's invoices or receipts, except to the extent the Quotation expressly states that pricing is firm for a stated period. All products are subject to availability, and GCS is not responsible for costs incurred by CUSTOMER due to delays in delivery. The amount invoiced shall reflect the quantity of product delivered and may exceed the amount stated on CUSTOMER's purchase order.

6. Terms of Payment; Service Charge and Interest. Unless otherwise provided in writing by GCS, CUSTOMER shall pay for all items delivered to or at the request of CUSTOMER within thirty (30) calendar days from the date of GCS's invoice (the "Due Date"). Any balance not paid within thirty (30) days from the invoice date shall bear a service charge of one-and-one-half percent (1.5%) per month or the maximum rate permitted by applicable law, whichever is less. A part of a day is treated as a full day for purposes of calculating the service charge. The service charge is due and payable on the thirty-first (31st) day after the original invoice date and continues to accrue every thirty (30) days thereafter. Waiver of any service charge for any one day is not a waiver of future charges. CUSTOMER and GCS agree that, with regard to such charges, they are parties to a written contract. Payments made by credit card are subject to a processing fee of four percent (4%) of the amount charged.

7. Credit Limit. If GCS approves credit for CUSTOMER, GCS may set a credit limit that may or may not equal the amount requested. Should the credit limit be exceeded, CUSTOMER acknowledges sole liability for the full amount due and owing, even if in excess of the credit limit, and acknowledges that GCS shall have no liability arising out of a credit limit being exceeded.

8. Credit Suspension; Remedies on Delinquency. GCS may at any time limit, condition, or revoke CUSTOMER's credit and may require payment in advance or adequate assurances of performance. If CUSTOMER is delinquent in any payment, GCS may, at its discretion and without liability: (i) withhold or suspend future shipments; (ii) set off any sums owed by GCS to CUSTOMER against amounts owed by CUSTOMER; (iii) require cash-in-advance terms for future shipments; (iv) declare CUSTOMER in breach and terminate any order; (v) be relieved of any delivery schedule or lead-time commitment; (vi) repossess any product(s) for which payment has not been made; (vii) charge storage or inventory carrying fees on product(s) held for CUSTOMER; and/or (viii) exercise any other rights and remedies available at law or in equity.

9. Warranty and Limitation of Warranty. GCS warrants solely that the product(s) delivered will conform to the specification, gradation, or grade, if any, expressly stated on the GCS invoice for such product(s). **WHERE NO SPECIFICATION, GRADATION, OR GRADE IS EXPRESSLY STATED ON THE INVOICE, THE PRODUCT IS SOLD "AS IS," AND GCS MAKES NO WARRANTY WHATSOEVER AS TO SUCH PRODUCT. EXCEPT FOR THE LIMITED WARRANTY EXPRESSLY STATED ABOVE, GCS DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, WHETHER ARISING BY OPERATION OF LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, except of title and against patent, trademark, trade name, or copyright infringement.** All chemical and physical properties of product(s) are typical, and GCS recommends that CUSTOMER confirm all properties in the laboratory of CUSTOMER's choice. Any sample, typical analysis, gradation report, or model furnished to CUSTOMER is provided only to illustrate the general type and quality of the product and does not constitute a warranty that product(s) delivered will conform to it. GCS's warranty against infringement does not include warranty against infringement as to the use of the product by CUSTOMER or any third-party transferee of CUSTOMER, and GCS shall indemnify CUSTOMER against such infringement only up to the price of the product.

10. Specifications; DOT and Agency Disclaimer. GCS shall produce the product(s) in substantial conformity with the specifications, gradations, and data, if any, expressly identified on GCS's quotation or invoice. All product specifications are subject to customary manufacturing variation, natural variation in mined materials, and industry courses of dealing and usages of trade. Unless a product is expressly quoted and sold as meeting a specific federal, state, or agency specification (including any state Department of Transportation specification), no product is warranted or guaranteed to meet DOT, agency, or other regulatory specifications or gradation requirements, and product quoted or sold as commercial-grade material is expressly not guaranteed to meet any such specification.

11. Conditions of Warranty Applicability. The limited warranty stated above is of no effect if: (i) the product is not stored, handled, or stockpiled appropriately; (ii) the claimed defect resulted from damage, contamination, segregation, or moisture exposure occurring after delivery or after risk of loss passed to CUSTOMER; (iii) the product has been blended, mixed, or combined with other materials by anyone other than GCS; (iv) the product is subjected to abuse, misuse, or neglect; or (v) the claimed nonconformity was not reported within the notice periods set forth in these Terms. No agreement extending or supplementing this warranty binds GCS unless in a writing signed by an authorized representative of GCS.

12. Inspection and Acceptance. CUSTOMER shall have the right to inspect the product(s) at the time and place of delivery. If CUSTOMER does not provide, within forty-eight (48) hours after delivery, notice to GCS of a claim for damages on account of the condition, quality, or grade of the product(s), CUSTOMER will be deemed to have irrevocably accepted the product(s). CUSTOMER must specify in detail the basis of any such claim. Product(s) delivered by barge or rail are accepted upon actual or constructive placement as to quantity, and any claim as to condition, quality, or grade must be made before unloading begins; product(s) unloaded, commingled, or put to use are deemed irrevocably accepted. Risk of loss passes to CUSTOMER as provided in Section 16.

13. Defective Product; Exclusive Remedy. If a product does not conform to the limited warranty and the warranty is not excluded above, CUSTOMER must promptly notify GCS, and GCS shall either request a sample or schedule an inspection. If GCS determines the product does not conform, GCS shall, at its option, repair, replace, or refund the purchase price of the nonconforming product. Such repair, replacement, or refund is CUSTOMER's sole and exclusive remedy for any breach of the limited warranty.

14. Returns. No product(s) may be returned without CUSTOMER first providing prompt written notice and obtaining GCS's prior written consent. Authorized returns must be securely packaged and transported so as to reach GCS without damage or contamination, and CUSTOMER is responsible for all costs of return transportation. GCS may assess a restocking charge on any authorized return.

15. Limitation of Liability and Remedies. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL GCS BE LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION ANY LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF USE, INCREASED COSTS, OR BUSINESS INTERRUPTION, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND EVEN IF GCS WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. GCS'S TOTAL LIABILITY ARISING OUT OF OR RELATING TO ANY PRODUCT OR THESE TERMS, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, BREACH OF WARRANTY, OR OTHERWISE, SHALL NOT EXCEED THE PURCHASE PRICE PAID FOR THE SPECIFIC PRODUCT GIVING RISE TO THE CLAIM, AND CUSTOMER'S SOLE REMEDY SHALL BE, AT GCS'S OPTION, REPAIR, REPLACEMENT, OR REFUND OF THE PURCHASE PRICE OF THAT PRODUCT. CUSTOMER may commence any action for breach within one (1) year after the breach occurs, regardless of CUSTOMER's lack of knowledge of the breach; any action not commenced within that one (1) year period is forever barred notwithstanding any longer statutory period. The parties agree this exclusive remedy does not fail of its essential purpose.

16. Title and Risk of Loss; Trade Terms. Unless otherwise specified on GCS's quotation or invoice, all sales are F.O.B. GCS's plant, and risk of loss passes to CUSTOMER upon loading of the product(s) onto the carrier at GCS's facility. For export or international sales, trade terms shall be interpreted under Incoterms® 2020 as designated in GCS's quotation. Title passes to CUSTOMER upon GCS's receipt of full and indefeasible payment. CUSTOMER shall obtain adequate insurance covering the product(s) from the time risk of loss passes.

17. Routing and Shipment. CUSTOMER shall be responsible for all routing and shipping expenses unless otherwise specified in writing by GCS. Where GCS arranges transportation, GCS may impose additional charges for any special routing, packing, labeling, handling, or insurance

requested by CUSTOMER, and may make partial shipments. GCS shall not be in default for any delay or failure to perform due to causes beyond its control and without its fault or negligence.

18. Weights and Measures. Quantities of product(s) sold by weight are determined as follows and are final and binding for invoicing purposes: (i) for truck shipments, by the weight recorded on the ticket issued by GCS's certified scale at the point of loading, or by a certified public or terminal scale designated by GCS; (ii) for barge shipments, by draft survey at the loading point using the draft table or displacement chart of the barge owner or carrier, as recorded on GCS's or the terminal operator's loading ticket; and (iii) for rail shipments, by the weight recorded on GCS's certified scale at the point of loading or, where no scale weight is taken, by the railroad's reported weight. CUSTOMER may, at its own expense and before the shipment departs the loading point, have the quantity verified by an independent certified surveyor or by re-weighing on a certified scale, and any such verification shall be conclusive only if performed at the loading point before departure. Weights determined at the destination, by CUSTOMER's scales, or by volumetric conversion are not a basis for adjustment of quantity invoiced.

19. Truck Deliveries; Detention. Where GCS or its carrier delivers product(s) by truck, deliveries are quoted as dump-and-run at the delivery site, and CUSTOMER shall provide a safe, accessible, and adequately prepared unloading area with a competent person present to direct the driver. GCS's contracted trucks will not tailgate-spread or dump on unstable ground. Trucks held at the delivery site beyond the free time stated in the Quotation or, if none is stated, beyond one (1) hour from arrival, shall accrue detention at the rate stated in the Quotation or, if none is stated, $85.00 per hour charged in one-hour increments (any portion of an hour counts as a full hour). Partial loads, split loads, redelivery, and loads ordered and refused or cancelled after dispatch are subject to a minimum trucking charge per load. Haul rates do not guarantee the ability to deliver on any particular date; all deliveries are subject to the availability of equipment. If CUSTOMER repeatedly delays unloading, GCS may suspend deliveries until the condition is corrected without liability and without releasing CUSTOMER from its obligations.

20. Change Orders. Changes in job scope not requested by GCS, not primarily caused by GCS, or otherwise outside GCS's control, which result in increased cost or lost revenue to GCS, may be assessed as a surcharge to CUSTOMER in addition to all pricing quoted or agreed. Examples include changes in delivery date, volume ordered, or delivery location; order cancellation; and/or failure to pick up all or a portion of an order at a designated delivery location.

21. Taxes. Any tax, severance tax, or other governmental charge on deliveries or sale of the product(s) shall be for the account of and paid by CUSTOMER, and may appear as a separate line item on GCS's invoice, separate from and not subject to any sales-tax exemption.

22. Personal Health Effects; Silica Warning; Proposition 65. CUSTOMER acknowledges the following: **SILICA SAND PRODUCTS — DANGER.** These products are classified under the Globally Harmonized System (GHS) as a Category 1A Carcinogen, a Category 1 Specific Target Organ Toxicity (repeated exposures), and a Category 2B Eye Irritant. FOR INDUSTRIAL USE ONLY. **DO NOT USE FOR BLASTING OR AS AN ABRASIVE. DO NOT PNEUMATICALLY UNLOAD AT A PRESSURE EXCEEDING 5 PSI SO AS TO AVOID ABRADING THE PRODUCT.** DO NOT BREATHE DUST. Read the specific Safety Data Sheet (SDS) before use and follow applicable local, state, and federal health and safety standards. SDSs are available at www.gulfcoastsand.com or by calling 504-276-7263. WARNING: Crystalline silica is a chemical known to the State of California to cause cancer; for product(s) sold or shipped into California, CUSTOMER is responsible for providing any warnings required under California Proposition 65 to its employees, customers, and downstream users.

23. Not to be Used for Blasting or Abrasive Purposes. CUSTOMER agrees not to use the products purchased herein for blasting or abrasive purposes.

24. Receipt and Understanding of SDS. CUSTOMER acknowledges receipt of a Safety Data Sheet ("SDS") from GCS for each corresponding product supplied, in accordance with 29 CFR § 1910.1200(g)(6)(i).

25. Responsibility for SDS Disclosure. CUSTOMER accepts full responsibility for disclosure of all information in GCS's SDSs and all other information regarding the hazards of improperly using the supplied product(s) to any third party or employee of CUSTOMER receiving GCS's product(s) from CUSTOMER, in accordance with 29 CFR § 1910.1200(g)(7)(i–vii).

26. Packaging and Labeling of Product. If CUSTOMER purchases product(s) in bulk and packages the same for resale, CUSTOMER assumes responsibility for (i) adequately labeling all packages with required warnings concerning potential adverse health effects, in accordance with 29 CFR 1910.1200 or as amended; (ii) preparing and timely providing its customers, agents, and contractors with a current SDS; and (iii) timely providing its customers with other literature and notices regarding warnings, product hazards, and precautions. GCS will not be liable for any changes that occur in the product(s) as a result of CUSTOMER's packaging operations.

27. Reseller Obligations; Brand and Label Protection. Where CUSTOMER purchases GCS-branded bagged consumer products (including but not limited to Chicks Dig It, OptiFlow, and Sand Piper) for resale, CUSTOMER shall resell such products in their original, unopened packaging and shall not remove, cover, alter, deface, or obscure any GCS trademark, label, lot or date code, or safety warning. CUSTOMER shall pass through to its customers all consumer safety information supplied by GCS, including any crystalline-silica and California Proposition 65 warnings applicable to play sand, pool filter sand, and similar products. CUSTOMER shall not repackage, relabel, or offer the products under any other brand without GCS's prior written consent, and shall not make any representation or warranty regarding the products beyond those expressly provided by GCS.

28. Release of GCS Liability. CUSTOMER releases GCS of any liability related to the disclosure of SDS information to any third party or employee of CUSTOMER receiving GCS's product(s) from CUSTOMER. Further, to the maximum extent permitted by applicable law, CUSTOMER releases GCS for any injuries or damages to persons or property arising out of the use or operation of the product(s) sold hereunder.

29. Defense, Indemnification and Hold Harmless. CUSTOMER agrees to defend, indemnify, and hold harmless GCS, its officers, directors, members, employees, successors, and assigns from and against any and all claims, liabilities, losses, or damages, including attorney's fees, arising out of (a) CUSTOMER's breach of any of its obligations regarding product health, safety, SDS, labeling, and re-use set forth in these Terms; or (b)

any allegation of a material or safety defect in GCS's product(s) or a failure to warn of any dangers associated with the use of GCS's product(s), which may be brought by a third party or employee of CUSTOMER receiving GCS's product(s) from CUSTOMER. CUSTOMER further agrees to defend, indemnify, and hold harmless GCS against claims for loss, damage, injury, or death from any cause resulting from or during the use of GCS's product(s), or the re-use of bags as described in these Terms.

30. Insurance. Before CUSTOMER's own or contracted trucks, vessels, barges, or personnel enter any GCS plant, terminal, or loading facility, and before any GCS-arranged barge or railcar is placed in CUSTOMER's care, custody, or control, CUSTOMER shall furnish GCS a certificate of insurance evidencing, from insurers reasonably acceptable to GCS: commercial general liability and automobile liability insurance with limits of not less than those stated in the Quotation or, if none is stated, $1,000,000 per occurrence and $2,000,000 aggregate; workers' compensation insurance as required by the laws of the state in which the product(s) are delivered and employer's liability insurance of not less than $1,000,000; and, where barges are in CUSTOMER's custody, hull, protection and indemnity, or legal liability coverage sufficient to cover damage to or loss of the barges and cargo while in CUSTOMER's custody. All such policies shall name GCS (and, for barges, the barge owner and carrier) as additional insured and shall include a waiver of subrogation in favor of GCS. CUSTOMER's insurance is primary and non-contributory with respect to CUSTOMER's activities at GCS's facilities and CUSTOMER's custody of GCS-arranged equipment.

31. Technical Assistance. Any technical assistance GCS offers shall not be deemed to be, nor include, environmental, health, and safety consulting, and shall not affect the liability limitations or obligations of the parties under these Terms.

32. Product Changes and Subcontracting. GCS reserves the right to discontinue, alter, or improve its processes or products without obligation to CUSTOMER, other than as identified in GCS's ISO 9001:2015-based quality management procedures. GCS also reserves the right to subcontract the mining, processing, or shipping of its products.

33. Compliance with Transload Regulations. CUSTOMER, its carriers, and its drivers must comply with all safety rules, traffic patterns, check-in procedures, and other rules established by GCS or its terminal operators at GCS's plants and at any of GCS's owned or subcontracted transload, terminal, or dock facilities or other delivery sites, subject to GCS's refusal to deliver product for failure to comply.

34. Bag Re-Use. If product(s) are delivered in bags and CUSTOMER intends to re-use them, or distribute them to a third party who intends to re-use them, ALL REFERENCES to GCS or GCS's product(s), including all wording and logos, must be permanently removed. CUSTOMER is advised to refer to OSHA standards regarding re-use of bags; depending on the circumstances, bags may not be certified for re-use, making re-use illegal. CUSTOMER releases GCS from any and all liability for the performance of bags during re-use.

35. Railcar Demurrage, Detention and Care. Where product(s) are delivered by rail in railcars owned, leased, or arranged by GCS, demurrage shall begin after two (2) free days from actual placement (as reported by the serving railroad), after which CUSTOMER shall pay demurrage of $200 per car per day or portion thereof, in addition to any charges assessed by the serving railroad. CUSTOMER shall unload railcars completely, secure all gates and hatches, and return cars in the same condition as received, ordinary wear excepted. A cleaning charge of $250 per car will be assessed for any car returned insufficiently cleaned, as determined by GCS, and the full cost of repair for any damage to a railcar occurring while in CUSTOMER's care, custody, or control (including at CUSTOMER's or its consignee's facility) shall be rebilled to and paid by CUSTOMER in full.

36. Barge Delivery Terms. The following apply to product(s) delivered by barge or loaded onto barges by GCS, in addition to any rates or terms stated in the Quotation, which control where they differ.

(a) *Customer obligations.* CUSTOMER shall provide, at its expense, safe berth and anchorage for the towboat and all barges in tow upon arrival and throughout the arrival, unloading, and departure process; fleeting, shifting, and unloading of barges; all permits; and all site, dock, port, terminal, fleeting, shifting, and in/out charges relating to the delivery and unloading of barges. A minimum of ten and one-half (10.5) feet of water depth must be available for loaded barges at the unloading site at all times; if less is available, GCS may light-load or partially discharge, and CUSTOMER shall pay the transportation price on the difference between the barge's rated tonnage at 10.5 feet and the tonnage actually delivered ("shortfall fee").

(b) *Placement and free time.* Constructive placement occurs when the tow arrives midstream or at the fleet nearest CUSTOMER's dock and notice is given to CUSTOMER that the loaded barges are ready to be received; actual placement occurs when a barge is placed for unloading at the dock or wharf specified by CUSTOMER, whichever occurs first. Free time for unloading begins upon placement and, unless the Quotation states otherwise, is thirty-two (32) hours for sand products and forty-eight (48) hours for stone, gravel, and other aggregate products, inclusive of unloading. No additional free time is allowed for any subsequent placement or shifting of the same barges.

(c) *Demurrage and standby.* After free time expires, CUSTOMER shall pay demurrage and standby for the towboat and barges at the rate stated in the Quotation or, if none is stated, $595 per hour or portion thereof, until all barges in the tow are unloaded and released to GCS or its carrier in writing. Time runs continuously, including nights, weekends, and holidays, and is billed monthly. Demurrage also accrues if CUSTOMER delays a scheduled delivery after barges have been loaded; barges held in a fleet awaiting CUSTOMER's instructions are constructively placed from the time they are ready to deliver. Demurrage and standby do not apply while GCS or its unloading contractor is performing the unloading, unless a condition at CUSTOMER's site (including lack of trucks, stockpile space, or equipment) prevents unloading.

(d) *Lock delays and river conditions.* In the event of lock delays or closures on the route of CUSTOMER's shipment, the first twelve (12) hours per lock are free, after which CUSTOMER shall pay $595 per hour until the towboat and barges have cleared the delay; lock charges apply in each direction. Barge delivery and transit times are subject to prevailing river conditions, and high-water events, lock delays, and river shutdowns are force majeure events for which GCS is not responsible. Any loaded barge transiting the Lower Mississippi River while the Memphis gauge reads 35 feet or higher (high water) or 0 feet or lower (low water), or while the carrier's equivalent high- or low-water conditions apply on another route, shall be assessed a surcharge of $700 per barge.

(e) ***Marine fuel adjustment.*** Barge transportation prices are based on the fuel base price stated in the Quotation or, if none is stated, the U.S. Energy Information Administration Gulf Coast (PADD 3) monthly average ultra-low sulfur diesel price for the month in which the Quotation was issued (the "Base Price"), and are adjusted monthly using the prior month's published PADD 3 average. For each $0.01 per gallon by which the prior month's average exceeds the Base Price, the transportation price is increased by $0.035 per ton. No reduction applies if the average falls below the Base Price. Where the Quotation designates a different index or the fuel clause of GCS's barge carrier, that index or clause controls.

(f) ***Custody and return.*** From placement until release, the barges are in CUSTOMER's care, custody, and control. CUSTOMER shall unload barges completely, secure covers and fittings, and return them in the condition received, ordinary wear excepted. Any damage to a barge, towboat, or dock occurring while in CUSTOMER's custody, and any cleaning required beyond a swept or "bobcat-clean" condition, shall be rebilled to and paid by CUSTOMER in full, including the carrier's charges.

(g) ***Customer-furnished barges.*** Where CUSTOMER furnishes the barges to be loaded, CUSTOMER shall deliver them to GCS's designated loading terminal clean, seaworthy, fit for loading, and within the scheduled loading window, and shall pay all fleeting, shifting, in/out, terminal, and survey charges at the loading point. GCS is not responsible for the condition, seaworthiness, or capacity of customer-furnished barges. Loaded tonnage is determined under Section 18, and risk of loss passes to CUSTOMER as the product(s) are loaded. Delays in loading caused by the late arrival, unavailability, or condition of customer-furnished barges are for CUSTOMER's account, including any truck detention under Section 19.

(h) ***Shipment size and lead time.*** Minimum shipment and tow sizes, lead times, and delivery schedules are as stated in the Quotation; when a schedule has been agreed, CUSTOMER must obtain GCS's written consent to change it.

37. Force Majeure. GCS is not responsible for failure to make delivery, delays, or other deviations in performance due to causes beyond GCS's reasonable control, including but not limited to fires; floods; hurricanes, named storms, and severe weather; earthquakes and other acts of God; accidents; epidemics and pandemics; cyber events, computer malfunctions, and data breaches; labor or transportation problems; high or low water, lock delays or closures, river shutdowns, ice, accidents of navigation, and other prevailing river or channel conditions; breakdowns of or damage to plants, equipment, vessels, or facilities; difficulty obtaining fuel, materials, supplies, or power; engineering or technical difficulties; governmental orders, rules, or regulations, and declared states of emergency; and the acts or omissions of CUSTOMER, including CUSTOMER's failure to make timely payment or to provide safe berth, unloading, or site access. GCS may allocate production and deliveries among its customers in any commercially reasonable manner. If GCS determines its performance will result in a loss due to causes beyond its control that could not have been reasonably anticipated, GCS may delay, limit, or cancel its obligation to deliver. A force majeure event does not excuse or suspend CUSTOMER's obligation to pay for product(s) delivered, and does not excuse demurrage, detention, or standby charges for railcars, barges, or vessels already on actual or constructive placement, which continue to accrue until the equipment is unloaded and released.

38. Confidentiality. To the extent CUSTOMER receives or is exposed to GCS's confidential or proprietary information, including pricing, quotations, product specifications, gradations, blend formulations, processes, trade secrets, data, or know-how ("Confidential Information"), CUSTOMER shall maintain it in confidence, use it solely for the transaction(s) hereunder, and not disclose it to any third party without GCS's prior written consent.

39. No Assignment by CUSTOMER. CUSTOMER agrees that it will not factor, sell, or in any way assign the debt or account related to the credit extended under these Terms, and may not assign any interest in or delegate any obligation under these Terms without GCS's prior written consent; any attempted assignment in violation of this Section is null and void. GCS may assign its rights and obligations, in whole or in part, including in connection with any sale, merger, reorganization, or transfer of all or substantially all of its assets.

40. Authority; Personal Liability. Any person who submits a credit application, purchase order, or other agreement on behalf of CUSTOMER represents that he or she has authority to do so and acknowledges that if no such authority exists, he or she becomes personally liable for CUSTOMER's obligations under these Terms.

41. Costs and Attorney's Fees. If GCS retains or employs attorneys or agencies to secure payment of any sums due from CUSTOMER, including the filing of privilege, lien, or foreclosure actions, CUSTOMER agrees to pay all reasonable attorneys' fees, collection fees, court costs, post-judgment collection costs, and other related expenses in addition to all sums due.

42. Termination. GCS may terminate any order or agreement for the sale of product(s), in whole or in part: (i) immediately upon written notice to CUSTOMER if CUSTOMER breaches or is in default of any obligation hereunder and, if the breach is capable of cure, fails to cure within ten (10) days after written notice; (ii) immediately upon written notice to CUSTOMER if CUSTOMER files or has filed against it any petition for dissolution, bankruptcy, insolvency, receivership, or similar protection against creditors, or makes an assignment for the benefit of creditors; or (iii) immediately upon CUSTOMER's failure to pay GCS's invoices in accordance with the payment terms herein or as otherwise agreed in writing. Upon any such termination, GCS shall be entitled, in addition to any other rights or remedies available at law or in equity, to reasonable reimbursement from CUSTOMER for any labor, materials, freight, or other expenses incurred in connection with the terminated order, plus a reasonable amount for overhead.

43. Governing Law. These Terms, and all transactions, actions, or proceedings relating to them, shall be governed by and interpreted in accordance with the laws of the State of Louisiana, without regard to its conflicts of law provisions. The parties disclaim the applicability of the United Nations Convention on Contracts for the International Sale of Goods (1980) and any successor treaty.

44. Dispute Resolution; Litigation or Arbitration at GCS's Option; Class Action and Jury Waiver. Any claim, dispute, or controversy arising out of or relating to these Terms, any credit extended by GCS, or the product(s) sold hereunder ("Claims") shall be resolved, at GCS's sole option, either (a) by litigation in a Louisiana court of competent jurisdiction, in a venue selected by GCS and, if such venue selection is held unenforceable, in

East Baton Rouge Parish, Louisiana; or (b) by final and binding arbitration administered by the American Arbitration Association ("AAA") under its Commercial Arbitration Rules, seated in East Baton Rouge Parish, Louisiana, with the arbitrator selected in accordance with the AAA Rules. Judgment on any arbitration award may be entered in any court of competent jurisdiction. CUSTOMER irrevocably submits to the jurisdiction of the court or arbitral forum selected by GCS under this Section and waives, to the fullest extent permitted by law, any defense or objection that (i) CUSTOMER is not personally subject to that jurisdiction, (ii) venue is improper, (iii) the forum is inconvenient, or (iv) the subject matter may not be enforced in that forum. CUSTOMER consents to service of process by personal delivery or by registered or certified mail to CUSTOMER's address stated on the Quotation, credit application, or most recent invoice. Notwithstanding the foregoing, GCS's Claims for non-payment, collection, and enforcement of privilege, lien, or bond rights are excluded from arbitration and may be brought, at GCS's discretion, in any court of competent jurisdiction, including the parish where the work was performed or the property is located. **CUSTOMER AND GCS WAIVE ANY RIGHT TO A TRIAL BY JURY. ANY CLAIM SHALL PROCEED SOLELY ON AN INDIVIDUAL, NON-CLASS, NON-REPRESENTATIVE BASIS, AND EACH PARTY WAIVES ANY RIGHT TO BRING, MAINTAIN, OR PARTICIPATE IN ANY CLASS, COLLECTIVE, REPRESENTATIVE, OR PRIVATE ATTORNEY GENERAL ACTION IN ANY FORUM ("CLASS ACTION WAIVER"); NO CLAIM WILL BE ARBITRATED ON A CLASS BASIS.** This transaction involves interstate commerce and the Federal Arbitration Act, 9 U.S.C. §§ 1–16, governs any arbitration. In arbitration, the arbitrator is not empowered to award consequential, incidental, treble, exemplary, or punitive damages, and each party waives any right to recover such damages. If the Class Action Waiver is ruled unenforceable as to a particular Claim, the agreement to arbitrate is null and void as to that Claim only, which shall be resolved in a court of law after arbitration of all other Claims has concluded.

45. Non-Waiver of Remedies. A failure to assert any right or remedy available to GCS, or a waiver by course of dealing or otherwise, shall not be deemed a waiver of any other right or remedy under these Terms.

46. Entire Agreement; Amendments. These Terms, GCS's written quotation, any credit application accepted by GCS (with any personal guaranty and ACH authorization given with it), and the terms on GCS's invoices and delivery tickets (incorporated by reference) represent the entire agreement between the parties and supersede all prior negotiations, proposals, representations, and agreements, written or oral. No other terms, including those on CUSTOMER's purchase order, may add to, modify, supersede, or alter these Terms without express written approval signed by an authorized representative of GCS. All other terms are hereby rejected. No addition to or modification of these Terms binds GCS unless in a writing signed by an authorized representative of GCS. Oral agreements are not binding.

47. Notices. No notice or other communication under these Terms is sufficient to affect any rights, remedies, or obligations of either party unless in writing and (i) personally delivered; (ii) transmitted by electronic mail with confirmation of receipt; (iii) transmitted by a recognized courier service; or (iv) mailed in registered or certified form, in each case to GCS at Gulf Coast Sand, LLC, 105 Street A, Picayune, MS 39466, Attention: Controller, and to CUSTOMER at CUSTOMER's address stated on the Quotation, credit application, or most recent invoice. Notices are deemed given on the date of receipt if delivered personally or by electronic mail, one (1) business day after pickup if delivered by courier, or five (5) days after mailing. Either party may change its notice address by notice given in accordance with this Section. Barge and railcar releases and unloading notices under Sections 35 and 36 may also be given by electronic mail to the addresses designated by GCS or its carrier for that purpose.

48. Construction; Miscellaneous. These Terms were reviewed by both parties and shall not be construed for or against either party by reason of authorship. Headings are for convenience only and do not affect interpretation. CUSTOMER agrees that GCS may correct patent errors herein. Any provision of these Terms that is specific to a mode of delivery (truck, rail, or barge) applies only to deliveries made by that mode.

49. Severability. If any provision of these Terms is held by a court of competent jurisdiction to be invalid, unenforceable, or contrary to law, it will be deemed omitted, and the remaining provisions shall remain in full force and effect as if the invalid provision had not been included.

50. Survival. All provisions that by their nature are reasonably intended to survive — including those governing warranty and its limitations, limitation of liability, weights and measures, release, indemnification, insurance, railcar and barge charges, confidentiality, termination, governing law, dispute resolution, notices, attorney's fees, and CUSTOMER's payment obligations — shall survive the expiration or termination of any order or of the credit relationship.

51. English Language Version. The English language version of these Terms shall be binding and shall not be affected by any translation to another language.