

TERMS AND CONDITIONS OF PURCHASE

All purchases of Sika Corporation, its subsidiaries or affiliates (collectively, "Sika") shall be subject to the terms and conditions set forth below ("Terms and Conditions of Purchase"):

1. **ACCEPTANCE:** Except to the extent Sika otherwise expressly agrees in writing, all purchases of product by Sika from a seller of product(s) ("Seller") shall be made on these Terms and Conditions of Purchase. These Terms and Conditions of Purchase are applicable to, are an integral part of, and incorporated by reference into, every purchase order by Sika to Seller. Unless otherwise provided herein, the written acceptance by the Seller of a purchase order or the commencement of any work or the performance of any services under such purchase order by Seller (including the commencement of any work or the performance of any services with respect to samples) shall constitute (a) acceptance by Seller of such purchase order and (b) an agreement by Seller that it has read these Terms and Conditions of Purchase either by reviewing the copy that was delivered to Seller by Sika or by reviewing the copy that is posted on the Sika's website (usa.sika.com) and that Seller understands and agrees to be bound by these Terms and Conditions of Purchase. Unless specifically accepted by Sika in writing, any and all terms, conditions, or provisions specified by Seller in its acceptance, confirmation or acknowledgement of Sika's purchase order, that in any way change, modify, amplify, differ from or add to the terms of the purchase order and these Terms and Conditions of Purchase are rejected and void, and notice of objection is hereby given by Sika.
2. **SHIPPING & BILLING:**
 - a) **Shipping Releases:** Unless specific shipping instructions are provided in a purchase order, Seller shall not purchase, fabricate or ship any of the items covered by a purchase order, except to the extent authorized in written instructions furnished to Seller by Sika. Sika shall have no responsibility for goods for which such written instructions have not been issued. Shipments in excess of those authorized may be returned to Seller and Seller shall pay Sika for all packing, handling, sorting, and transportation expenses incurred in connection with such shipments. Sika may, from time to time, issue written instructions changing shipping schedules specified in a purchase order or direct temporary suspension of scheduled shippings.
 - b) **Packing, Marking and Shipping:** All goods shall be properly packed, marked, and shipped at the lowest transportation rates in accordance with Sika's instructions and the requirements of the common carrier transporting items referenced in a purchase order. Seller shall reimburse Sika for all expenses incurred by Sika as a result of improper packing, marking, or routing. Any transportation charges paid by Seller, with respect to which Seller is entitled to reimbursement shall be added to Seller's invoice as a separate item and the receipted freight bill shall be attached thereto. Unless otherwise provided in a purchase order, Seller shall make no charge for container, crating, boxing, bundling, dunnage, drayage, or storage.
 - c) **Packing Slips, Bills of Lading and Invoices:** Each packing slip, Bill of Lading and invoice shall bear the applicable purchase order number and the location of the plant to which goods are to be shipped. A numbered Master Packing Slip shall accompany each shipment. If less than a carload is being shipped the slip shall be included in one of the packages which shall be marked "Packing Slip inside." In the case of a carload shipment, the Slip shall be enclosed in an unsealed envelope and tacked near the door on the inside of the freight car. Unless otherwise provided in a purchase order, invoices shall be submitted as directed on the applicable shipping release issued by Sika.
 - d) **Premium Shipments:** If because of failure of Seller to meet the delivery requirements of a purchase order, Sika finds it necessary to require shipment of any of the goods covered by a purchase order by a method of transportation more costly than the method originally specified by Sika, Seller shall reimburse Sika the extra costs of transportation.

- e) **Statements:** Separate monthly statements must be rendered promptly to each accounting location covering invoices payable by that location.
 - f) **Title and Risk of Loss:** Title to and risk of loss of all products purchased under a purchase order shall remain with the Seller until delivery and acceptance of the products by Sika at the plant to which the goods are being shipped.
 - g) **Payment terms:** Unless otherwise specified by Sika, payment terms will be 45 days.
 - h) **Pricing:** Unless otherwise agreed to in writing by the parties, the prices set forth in a purchase order shall remain fixed for the duration of such purchase order.
3. **INSPECTION:** All goods shall be subject to final inspection and rejection or acceptance, notwithstanding any payment or initial inspection, at the point of ultimate delivery specified by Sika. In case any goods are defective in material or workmanship, or do not conform to applicable specifications, drawings, samples or other description furnished or specified by Sika, or otherwise fail to meet the requirements of a purchase order, Sika shall have the right, at its option, to reject, or to seek replacement for or repair of, or to retain and correct such goods. Rejected goods will be returned to Seller at Seller's risk for credit and Seller shall pay Sika for all packing, handling, sorting and transportation expenses incurred in connection with the rejected goods. Seller shall pay Sika for expenses incurred in correcting defective goods. At Sika's exclusive option, Sika may retain goods or equipment, which do not meet product specifications or the conditions of a purchase order or any other conditions, established by Sika and may appropriately adjust the purchase price to account for the decreased value of the good or equipment. Sika, at its exclusive option, may seek replacement of substituted goods; provided, however, that no replacement or substitution shall be made by Seller unless so authorized by Sika in writing.
4. **WARRANTY:** Seller warrants that the goods covered by a purchase order will conform to the specifications, drawings, samples, or other description furnished or specified by Sika, and will be fit and sufficient for the purpose intended, merchantable, of good material and workmanship, and free from defect. In the event the specifications for the goods or equipment covered by a purchase order originate with Seller, Seller warrants that its product will conform to said specifications and will be fit and sufficient for the purpose intended, merchantable, of good material and workmanship, and free from defect. Seller also expressly warrants that title to all of the products sold pursuant to a purchase order shall be vested in Sika free and clear of all liens and encumbrances of any kind. In case any goods or equipment covered by this purchase order do not conform to all express or implied warranties, Sika shall have the right, in addition to all other remedies and damages available, to reject, seek repair or replacement of, return, or to retain and correct such goods at Seller's expense. Rejected or returned goods will be returned to Seller at Seller's risk for credit and Seller shall pay Sika for all packing, handling, sorting and transportation expenses incurred in connection with the rejection of the goods supplied.
5. **INTELLECTUAL PROPERTY:** Seller warrants that the goods specified herein and their sale or use, alone or in combination, will not infringe any United States or foreign patents any trademark, copyright or other intellectual property right of any third party. Seller agrees to indemnify and save harmless, its officers, agents, servants and employees and anyone selling or using any of Sika's products against all judgments, decrees, costs, and expenses resulting from any alleged infringement, and Seller shall, upon request of Sika, and at Seller's own expense, defend or assist in the defense of any action which may be brought against Sika or those selling or using Sika's products by reason of any such alleged infringement.
6. **TIME OF DELIVERY/FORCE MAJEURE:** Sika relies on timely delivery of goods marketed by Seller and covered by this invoice. Sika needs the goods for the timely performance of its own duties and obligations. Seller accepts the obligation to make timely delivery or risk liability for all consequential damages for delay in delivery. Seller agrees that all writings attempting to waive or disclaim consequential damages are not applicable to this transaction. In the event of a failure by Seller to perform hereunder, Sika shall be entitled to obtain goods or services covered by a purchase order elsewhere for the duration of such failure and to reduce, pro tanto, and without any obligation to Sika, the quantity or amount of goods or services ordered from Seller under a

purchase order. Notwithstanding any of the foregoing, neither Sika nor Seller shall be liable for a delay in performance or a failure to perform hereunder arising from causes beyond such party's reasonable control, including, without limitation, strikes, wars, fires, floods, earthquakes, acts of terrorism or other acts of God; provided, however, that Sika shall have the right to terminate such purchase order if such delay or failure to perform by Seller extends for a period of thirty (30) or more days. In the event of any such event or condition, the party whose performance is excused hereunder shall notify the other promptly thereof and shall make diligent efforts to perform at its earliest opportunity and the other party shall be permitted to suspend its performance under such purchase order.

7. **CONSIGNED PROPERTY:** Unless otherwise provided in a purchase order or in any other agreement between Sika and Seller, all goods, materials, facilities, tools, jigs, dies, fixtures, patterns, and equipment furnished to Seller by Sika to perform a purchase order shall remain the property of Sika, and Seller shall bear the risk of loss of and damage to such property, normal wear and tear excepted. Such property shall at all times be properly housed and maintained by Seller and shall be deemed to be personal property; shall be marked "Property Sika Corporation" by Seller; shall not be commingled with the property of Seller or with that of a third person; shall not be moved from Seller's premises without Sika's prior written approval; and shall, upon request of Sika, be immediately delivered to Sika, properly packed and marked in accordance with the requirements of the carrier selected by Sika, in which event Sika shall pay to Seller the cost of delivering the property to Sika's designated location. Sika shall have the right to enter onto Seller's premises at all reasonable times to inspect such property and Seller's records with respect thereto. All drawings, information or data furnished by Sika shall remain Sika's exclusive property and shall be used by Seller only for Sika's work and shall be returned promptly at Sika's request.
8. **COMPLIANCE WITH LAWS:** Seller agrees to comply with the applicable provisions of any federal, national, state or local law, and all orders, rules and regulations issued thereunder, whether now or hereafter in force, and any provisions, representations, or agreements required thereby to be included in the contract resulting from acceptance of the purchase order are hereby incorporated herein by reference, including, but not limited to, those prohibiting discrimination against any employee or applicant for employment because of race, color religion, sex or national origin, or physical or mental handicap and those providing for the employment of disabled veterans and the veterans of the Vietnam era. The Seller also guarantees that it will comply with the requirements of the Fair Labor Standards Act of 1938, as amended in producing the goods of performing the services to be furnished under such purchase order.
9. **CHANGES:** (a) Sika may at any time, by written change order, make changes in (1) the drawings, designs, and/or specifications applicable to the goods and/or services covered by a purchase order, (2) the method of shipment and packing, and/or (3) the place of delivery. (b) If any such changes affect the time for performance, the cost of manufacturing such goods, or the cost of furnishing such services, Sika shall make an equitable adjustment in the purchase price or the delivery schedule, or both. (c) Seller shall not make any changes in the design or composition of any supplied ordered under such purchase order without the prior written approval of Sika.
10. **TERMINATION AT OPTION OF SIKA:** (a) Performance of work under a purchase order may be terminated by Sika at its option, in whole or in part, at any time by delivery, or by mailing, of a written notice of termination to Seller; (b) After receipt of a notice of termination, Seller shall, unless otherwise directed by Sika, immediately terminate all work under such purchase order and shall, unless otherwise directed by Sika, (1) terminate all orders and subcontracts relating to the performance of the work terminated by the notice of termination; (2) settle all claims arising out of such termination of orders and subcontracts; (3) transfer title and deliver to Sika of: (i) all completed work which conforms, in quantity to the requirements of this purchase order and does not exceed, in quantity, the amount authorized for production by Sika, and (ii) all reasonable quantities (but not in excess of amounts authorized by Sika) of work in process and materials produced in a conformance with the requirements of this purchase order and which cannot reasonably be used by Seller in producing goods for itself or for its other customers; (4) take all

action necessary to protect property in Seller's possession in which Sika has or may acquire an interest; (5) submit to Sika promptly but not later than three months from the effective date of termination, its termination claim; provided, however, that in the event of failure of Seller to submit its termination claim within such period, Sika may determine, notwithstanding the provisions of subparagraph (c) hereof, on the basis of information available to it, the amount, if any, due Seller with respect to the termination, and such determination shall be final. (c) Upon termination by Sika under this paragraph, Sika shall pay to Seller, the following amounts without duplication: (1) the purchase order price for all goods or services which have been completed in accordance with such purchase order and not previously paid for; (2) the actual costs incurred by Seller in accordance with such purchase order to the extent such costs are reasonable in amount and are properly allocable or apportionable under generally accepted accounting practices to the terminated portion of such purchase order, including the actual cost of work in process and materials delivered to Sika in accordance with subparagraph (b) of this Paragraph, and including the actual cost of discharging liabilities which are so allocable or apportionable; and (3) the reasonable costs incurred by Seller in protecting property in its possession in which Sika has or may acquire an interest. Payments made under this subparagraph (c), exclusive of payments under subdivision (3) hereof, shall not exceed the aggregate price specified in such purchase order, less payments otherwise made or to be made. The provisions of this Paragraph shall not apply if Sika terminates a purchase order for the default of Seller pursuant to Paragraph 11 hereof.

11. **TERMINATION FOR DEFAULT OF SELLER:** Whenever Seller (1) refuses or fails to make deliveries of the goods called for in a purchase order within the time specified in such purchase order or in any shipping release issued to Seller, or (2) otherwise defaults in the performance of a purchase order, Sika, subject to the provisions of Paragraph 6 (Force Majeure) of a purchase order, may, by delivery, or by mailing, of a written notice of termination to Seller terminate the performance of work under a purchase order, in whole or in part effective five (5) days after delivery or mailing of such notice, unless Seller shall, within such period, cure such default.
12. **MODIFICATION OF PURCHASE ORDER AND NON-ASSIGNMENT:** A purchase order together with any written instructions issued hereunder contains the complete and final agreement between Sika and Seller and no agreement or other understanding in any way purporting to modify these Terms and Conditions shall be binding upon Sika unless made in writing and signed by Sika's authorized representative. Seller shall not assign a purchase order or delegate in any manner to any other person the performance of any work or the supplying of any services under such purchase order. Upon reasonable notice and written consent, which shall not be unreasonably withheld, Seller may assign moneys due and to become due under a purchase order, provided, however, that Sika shall be entitled to assert against the assignee thereof all rights, claims, and defenses of every type including without limitation, rights of setoff, recoupment, and counterclaim which Sika could assert against Seller whether acquired prior or subsequent to such assignment.
13. **CHOICE OF LAW/ FORUM:** Seller agrees to have any dispute, which may arise as the result of the agreement between the parties, to be adjudicated under the laws of the State of New Jersey without regard to conflicts of laws principles and Seller further acknowledges the jurisdiction of the state and federal courts of the State of New Jersey for the purposes of adjusting or adjudicating disputes under this agreement.
14. **INDEMNIFICATION:** Seller shall indemnify and hold harmless Sika and its affiliates (and its and their respective directors, officers employees and agents) from and against any and all claims, losses, expenses, including attorneys' fees arising, directly or indirectly from (i) Seller's breach of any provision hereof, including, without limitation, the warranties made herein, (ii) any negligent or wrongful act or omission of Supplier, its employees, consultants or subcontractors, or (iii) Sika's use, or resale of the products or services supplied by Seller to Sika in accordance with the terms of a purchase order where such claims, losses, litigation, judgments or awards against Sika arise from any deficiency or defect in the product or service supplied by Seller, including any alleged breach of contract, warranty, negligence or other tortious conduct of Seller.

15. **LIMITATIONS OF LIABILITY:** UNDER NO CIRCUMSTANCES WILL SIKA OR ITS AFFILIATES BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE OR INCIDENTAL DAMAGES OR LOST PROFITS, WHETHER FORESEEABLE OR UNFORESEEABLE, AND WHETHER BASED ON BREACH OF CONTRACT, MISREPRESENTATION, NEGLIGENCE, STRICT LIABILITY IN TORT OR OTHER LEGAL THEORY, ARISING FROM OR IN CONNECTION WITH SIKA'S FAILURE TO PERFORM UNDER A PURCHASE ORDER OR SIKA'S USE OR RESALE OF THE PRODUCTS PURCHASED THEREUNDER. Moreover, in no event shall Sika's or its affiliate's liability to Seller, if any, whether arising out of contract, tort (including negligence) strict liability or any other cause of or form of action whatsoever, exceed the purchase price of the products to be purchased under such purchase order.
16. **INSURANCE:** Seller shall, at its own expense, maintain with a reputable insurer (and provide written certificate(s) of insurance to Sika if and when requested) reasonable and customary insurance coverage, including, but not limited to (i) worker's compensation statutory coverage as required by the laws of the applicable jurisdiction, and (ii) commercial general liability insurance including coverage for product liability in the minimum amount of five (5) million dollars in respect of claims for any losses, costs and expenses arising out of or relating to Seller providing the products under a purchase order. The certificate of insurance will require the insurer to give Sika written notice at least thirty (30) days prior to the effective date of any cancellation, lapse or material change in the policy, and will contain a waiver of subrogation in favor of Sika.
17. **FRAUD DETECTION:** Detection of fraud is critical in preventing business losses. To prevent losses from fraudulent activities, including unauthorized communications and/or unauthorized access to financial, account, or other sensitive information ("Fraudulent Activities"), Sika encourages Seller to implement measures within its systems and processes to detect Fraudulent Activities. For any investigation relating to Fraudulent Activities, Seller shall cooperate in such investigation and take all appropriate corrective measures. To the extent that Seller incurs any losses relating to Fraudulent Activities, Seller assumes responsibility and Sika shall not be liable for any such losses, including financial or reputational.
18. **CHANGES TO ACCOUNT INFORMATION:** Sika does not routinely change banking information, so please consider all emails regarding banking changes as an unauthorized request.
19. **CONFIDENTIALITY:** Any information or knowledge which Sika may have disclosed or may hereafter disclose to Seller in connection with a purchase order and any and all products to be delivered to Sika or other work to be performed by Seller pursuant to a purchase order is and shall be deemed to be confidential and proprietary information of Sika. Seller shall not, without authorization in writing from Sika, use, communicate, or disclose the confidential information of Sika. Seller agrees to safeguard the confidential and proprietary information of Sika by using reasonable efforts, consistent with those used in the protection of its own proprietary information of a similar nature, to prevent its disclosure to third parties. Seller agrees to cause its employees, contractors, officers, directors, agents and representatives to be bound by and comply with the foregoing restriction regarding the use or disclosure of such confidential and proprietary information and Seller shall be liable for any breach of such restriction by such employees, contractors, officers, directors, agents and representatives. Seller shall, within five (5) business days of Sika's request or the cancellation or termination of this purchase order, return all confidential and proprietary information (including all copies, notes, and/or extracts thereof) furnished by Sika pursuant to this purchase order. In addition, that portion of the confidential or proprietary information which consists of analyses, compilations, studies or other documents prepared by Seller, or by its directors, officers, employees or advisors will be destroyed.