

## H.B. FULLER COMPANY TERMS AND CONDITIONS OF SALE

**1. Conditional Acceptance; Objection to Purchaser's Terms; Entire Agreement.** Acceptance of Purchaser's order by H.B. Fuller Company, or any applicable H.B. Fuller Company affiliate (collectively "Fuller"), is expressly conditional upon Purchaser's assent to the terms and conditions specified herein. Any term or condition of Purchaser's order or other documentation supplied by Purchaser which is different from, in addition to, or inconsistent with any term or condition specified herein is hereby objected to and rejected and, unless hereafter specifically accepted in writing by an authorized representative of Fuller, such term or condition will not be binding on or effective against Fuller. In the event a separate agreement (purchase agreement, override agreement, etc.) covering terms and conditions of purchase has been negotiated and agreed upon between the Purchaser and Fuller, and said agreement is applicable, it should take precedence (to the extent of conflicts) and the terms and conditions set forth herein will be supplemental to those of such agreement. Subject to the foregoing, these Terms and Conditions of Sale embody the entire agreement of the parties in relation to the subject matter hereof and supersede all prior understandings, communications, and representations between the parties, whether oral or written. No amendment to these terms and conditions will be effective unless in writing and signed by an authorized representative of Fuller.

**2. Limited Warranty; Disclaimers; Limitation of Warranties and Remedies.** Fuller warrants that for a period of one year (or the period specified on the applicable Technical Data Sheet, whichever is less) from the date of shipment from Fuller to the Purchaser (the "Warranty"), the applicable Fuller product was manufactured in accordance with Fuller's specifications for such product on the date of shipment. These specifications are available upon request. This Warranty does not cover test data, or any defects, damages or other harms caused to any extent or, in any way, by failure to follow applicable Fuller instructions, if any, or abuse or misuse of the product. Purchaser is required to review the specific context of the intended use to determine whether their intended use violates any law or infringes upon any patent.

THE FOREGOING WARRANTY IS IN PLACE OF ALL OTHER CONDITIONS AND WARRANTIES, EXPRESS OR IMPLIED, WHETHER ARISING FROM STATUTE, COURSE OF DEALING, USAGE OF TRADE OR OTHERWISE AND FULLER HEREBY EXPRESSLY DISCLAIMS ALL SUCH OTHER CONDITIONS AND WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY, MERCHANTABLE QUALITY, TITLE, QUALITY AND FITNESS FOR A PARTICULAR PURPOSE. ALTHOUGH FULLER MAY HAVE SUGGESTED THE PRODUCT OR DEVELOPED THE PRODUCT AT THE PURCHASER'S REQUEST, IT IS THE PURCHASER'S RESPONSIBILITY TO TEST AND DETERMINE THE SUITABILITY OF THE PRODUCT FOR THE PURCHASER'S INTENDED USE AND PURPOSE, AND PURCHASER ASSUMES ALL RISK AND LIABILITY WHATSOEVER REGARDING SUCH SUITABILITY. FOR ANY VALID CLAIM PRESENTED UNDER THIS AGREEMENT, FULLER WILL REPLACE THE PRODUCT, OR AT ITS OPTION, REFUND THE PURCHASE PRICE. THIS REPLACEMENT/REFUND REMEDY IS THE PURCHASER'S SOLE AND EXCLUSIVE REMEDY AGAINST FULLER. THE PURCHASER AGREES THAT NO OTHER REMEDY (INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOST SALES, INJURY TO PERSON OR PROPERTY OR ANY OTHER SPECIAL, INCIDENTAL, OR CONSEQUENTIAL LOSS OR DAMAGE) SHALL BE AVAILABLE TO PURCHASER FOR CLAIMS ARISING OUT OF ANY USE OF THE PRODUCT REGARDLESS OF THE LEGAL THEORY (CONTRACT, CIVIL LIABILITY TORT [INCLUDING NEGLIGENCE] OR OTHER). IN NO EVENT WILL FULLER BE OBLIGATED TO PAY DAMAGES TO PURCHASER FOR ANY AMOUNT EXCEEDING THE PRICE THAT PURCHASER PAID FOR THE PRODUCT. Purchaser is required to review the specific context of the intended use to determine whether their intended use violates any law or infringes upon any patent.

**3. Governing Law; Language** The laws of the State of Minnesota, U.S.A. shall govern the validity, interpretation, and enforcement of these Terms and Conditions of Sale. The parties hereby expressly agree to exclude the application of the *United Nations Convention on Contracts for the International Sale of Goods* as amended, replaced or re-enacted from time to time. The parties agree that these terms and conditions are prepared in the English language and such language will govern.

**4. Limitation of Actions; Venue.** Any claim made or action commenced by Purchaser under Fuller's limited warranty as set forth herein must be brought within one year from the date of shipment from Fuller to the Purchaser. Purchaser agrees that all disputes arising from Fuller's sale of product to Purchaser shall be brought, if at all, in and before a court located in the State of Minnesota, U.S.A. to the exclusion of the courts of any other jurisdiction.

**5. Delivery and Force Majeure.** All quoted delivery dates are approximate. Deliveries shall be F.O.B. Fuller's manufacturing or warehouse facility, unless otherwise designated by Fuller. Fuller shall not be liable for any delay in production or delivery due to any cause whatsoever beyond the reasonable control of Fuller including, but not limited to act of God, war or other hostilities, civil commotion, riots, act or failure to act of government, act or omission of Purchaser, fire, flood, strike or labor trouble, sabotage or delay in obtaining from others suitable services, materials, components, equipment or transportation, or other similar contingencies or circumstances and the time of performance shall be extended for a period of time equal to the period of delay and its consequence. Fuller will give to Purchaser, written notice at the onset and expected duration of such circumstances (if known). Fuller shall not be liable for any damage to or loss of product following delivery to the F.O.B. point, including any damage or loss in transit. It shall be the responsibility of Purchaser to comply with all import and export license requirements and other similar customs rules and regulations related thereto, including the U.S. Export Administration Act, as amended, (collectively "Custom's Laws") of the countries through, to, or from which the materials are shipped. Purchaser agrees to fully indemnify Fuller for any liability incurred (whether direct, indirect and including reasonable and necessary costs related thereto, including reasonable attorney fees), as a result of Purchaser's failure to comply with such Customs Laws.

**6. Terms of Payment and Price.** Subject to approval and continuation of credit by Fuller, the terms of payment are thirty (30) days net from date of invoice unless stated otherwise on the invoice. In the event Fuller does not approve the credit of the Purchaser, or if at any time after approval of credit and before delivery, Fuller, in its sole judgment, decides that the extension of further credit is unjustified, advance cash payment or satisfactory security shall be given by Purchaser upon written notification by Fuller, and product shipments may be withheld until such payment or security is received. Such action by Fuller shall not constitute a change of payment terms.

All prices are subject to exception or change without notice. All payments shall be made in U.S.A. dollars. Pricing errors may be corrected at any time. Fuller shall not be obligated to ship any products unless Purchaser has paid in full all prior invoices in accordance with the terms of payment. For purposes of payment, each order and shipment shall be considered a separate contract and Purchaser shall not be entitled to set off against payments owing any amounts owing or alleged to be owing from Fuller to Purchaser for adjustments, set-offs or claims hereunder. Purchaser agrees to pay (a) interest on the unpaid portion of any past due invoice at the rate of one (1) percent per month, or the legal maximum allowed, if less; and (b) all reasonable and necessary costs and expenses incurred by Fuller in collecting any amounts due and owing, including but not limited to reasonable attorney's fees and all litigation expenses).

**7. Inspection, Acceptance and Returns.** Within 15 days after its receipt of delivery of the Products, Purchaser shall inspect them, conduct any incoming acceptance tests on them and notify Fuller of any shortage, damage or discrepancy in or to a shipment of Products and furnish such written evidence or other documentation as Fuller may request. Any Products not rejected by Purchaser by written notice to Fuller or Products used in the normal course of conducting Purchaser's business are accepted. When expressly authorized by Fuller in writing, unused, non-defective Products in saleable condition may be returned to Fuller, at Purchaser's expense, subject to a service handling and restocking charge and additional conditions which may be obtained by contacting Fuller. However, no shipment rescheduling, cancellation or returns are allowed for made to order Products.

**8. Legal Fees.** Purchaser will be liable and reimburse Fuller for any and all actual legal fees and costs incurred by Fuller to enforce these Terms and Conditions of Sale.

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**9. Assignment.** These Terms and Conditions may not be assigned by the Purchaser without the consent of Fuller, which consent shall not be unreasonably withheld.

**10. Taxes.** The price of the product does not include any applicable taxes or other governmental charges imposed by any federal, provincial, or local government on or with respect to the production, sale, or shipment of the product. Purchaser shall pay, where applicable, any and all taxes, assessments, levies or other governmental charge of any nature imposed by or under the authority of any law, rule or regulation with respect to the products.

**11. Fair Labor Standards.** Fuller certifies that goods sold hereunder comply with all applicable requirements of Sections 6, 7, and 12 of the U.S.A. Fair Labor Standards Act, as amended, and of regulations and orders of the U.S.A. Department of Labor issued under Section 14 thereof.

**12. Insolvency.** Purchaser warrants that it is solvent at the time of sale and receipt of goods sold hereunder, as defined under Section 1-201 (23) of the Uniform Commercial Code of the applicable jurisdiction and 11 U.S.C.A. Section 101 (31)(A).

**13. General.** No failure by Fuller to exercise any rights, powers or remedies hereunder or its delay to do so shall constitute a waiver of these rights, powers or remedies. The single or partial exercise of a right, power or remedy shall not prevent its subsequent exercise or the exercise of any other right, power or remedy.

If any provision of these Terms and Conditions of Sale or part thereof is or becomes illegal, invalid or unenforceable in any jurisdiction, the illegality, invalidity or unenforceability of that provision will not affect the legality, validity or enforceability of the remainder of the provision or the remaining provisions of these Terms and Conditions of Sale, as the case may be, or the legality, validity or enforceability of that provision or part thereof in any other jurisdiction.

**14. Compliance with Laws.** Purchaser represents and agrees that it will comply with all applicable laws, including but not limited to:

(a) U.S\* or other applicable laws which prohibit:

- ii) transactions involving the following countries: Iran, Cuba, North Korea, Syria and the Regions of: Crimea, Donetsk, and Luhansk (collectively, the "Embargoed Countries"),
- ii) products, materials or data acquired from Fuller from being exported, re-exported, transferred (including in-country transfers), sold, or otherwise made available for use to, transported through, or stored in, any of the Embargoed Countries, unless properly authorized by the US government.
- iii) products, materials or data acquired from Fuller from being exported, re-exported, transferred (including in-country transfers), sold, or otherwise made available for use, in activities that involve the development, production, use or stockpiling of nuclear, chemical, biological weapons or missiles, or use of such items in any facilities that are engaged in such activities.

\* including those administered or enforced by the: US Department of Commerce, Bureau of Industry and Security (BIS); US Department of Treasury, Office of Foreign Assets Controls ("OFAC) and US Department of State

(b) US and other applicable laws\*\* that prohibit the sale, transfer (including in-country transfer), export, re-export or otherwise making available for use, of Fuller products, material or data to any prohibited person, entity, or organization ("Prohibited Person"), any national of any Embargoed Country, or anyone controlled by a Prohibited Person.

\*\* which include but are not limited to the: Specially Designated Nationals List, Denied Persons List, Unverified List, Entity List, AECA Debarred List, and Nonproliferation Sanctions List. These lists can be accessed at: <https://www.trade.gov/data-visualization/csl-search> and are subject to change - compliance is required with the lists as they exist at the applicable time; and

(c) the U.S. Foreign Corrupt Practices Act and the anti-corruption laws of any other applicable country, which prohibit the direct or indirect payment, offering to pay, or authorization of payment of anything of value (either in the form of compensation, gift, contribution or otherwise) to any person, government official or agency. Similarly, Purchaser agrees that it will comply with international anti bribery standards which include strict rules to prohibit the offering or receiving of bribes in general commercial practice, and prohibits the direct or indirect payment, offering to pay, or authorization of payment of anything of value (either in the form of compensation, gift, contribution or otherwise) outside the ordinary course to any person, government official or agency. Generally, a bribe is defined as an inducement or reward offered, promised, or provided in order to gain any commercial, contractual, regulatory or personal advantage, where business therefore is conducted otherwise than strictly on the basis of merit. The offering, giving, or receiving of any bribe, whether directly or indirectly, is prohibited.

Failure to adhere to the above provisions is a serious default and shall constitute grounds for immediate termination of this Agreement. Upon request and at its own expense, Purchaser shall provide access (to an independent third party, subject to prior signature of a confidentiality agreement) to its books and records for Fuller's compliance audit purposes.

**15. Purchaser Obligations.** Purchaser shall not use any Fuller trademarks or trade names in the re-sale of the products, other than where specifically authorized by Fuller in advance in writing. Where Fuller agrees to supply products under Purchaser's name, Purchaser warrants that its instructions regarding manufacture, packing, packaging, labelling, and marking (a) shall be provided in a timely and accurate manner, (b) shall ensure compliance of the same with all applicable laws, and (c) shall not infringe the rights of any third party. Purchaser shall comply with all applicable laws regarding the placing of product on any market for sale and is responsible also for all its own customer communications and interactions. Fuller may assist Purchaser by providing technical or other information and/or artwork or similar, but the ultimate and sole responsibility for products sold under Purchaser's name shall rest with Purchaser at all times. Purchaser shall indemnify Fuller against all third party claims, losses, costs and expenses (including legal costs or fines) suffered or incurred by Fuller in relation to the products arising directly or indirectly out of any acts or omissions of Purchaser, its employees or agents in this regard.

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