

## 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 Fuller Technical Document, whichever is less) from the date of manufacture, the applicable Fuller product was manufactured in accordance with specifications agreed upon in writing, or if none have been agreed upon, then Fuller's specifications for such product on the date of manufacture ("Warranty"). 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. Fuller Technical Document means: Technical Data Sheet, Certificate of Conformance, Certificate of Analysis and/or Test Report, as applicable.

THE WARRANTIES, OBLIGATIONS AND LIABILITIES OF FULLER AND THE REMEDIES OF PURCHASER SET FORTH HEREIN ARE EXCLUSIVE AND IN PLACE OF ALL OTHER RIGHTS, REMEDIES, CLAIMS, CONDITIONS AND WARRANTIES AGAINST FULLER, 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 BUT NOT LIMITED TO: WARRANTIES OF MERCHANTABILITY, MERCHANTABILITY, TITLE, QUALITY AND FITNESS FOR A PARTICULAR PURPOSE; ANY OBLIGATION, LIABILITY, RIGHT, CLAIM OR REMEDY, WHETHER OR NOT ARISING FROM THE NEGLIGENCE OF FULLER, ANY OBLIGATION, LIABILITY, RIGHT, CLAIM OR REMEDY FOR LOSS OF OR DAMAGE TO ANY CUSTOMER GOODS OR END USE GOODS. 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 Buyer by written notice to Fuller or Products used in the normal course of conducting Buyer's business are accepted. When expressly authorized by Fuller in writing, unused, non-defective Products in saleable condition may be returned to Fuller, at Buyer'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.

**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. Divergent.** These items may be controlled by U.S. or other applicable law (collectively, "Applicable Law") and are authorized for export only to the country of ultimate destination for use by the ultimate consignee or end-user(s) herein identified. These items may not be resold, transferred, or otherwise disposed of to Iran, Cuba, North Korea, Syria, the Crimea region of Ukraine or other jurisdiction prohibited under any such Applicable Law, or for any activity or use prohibited by such Applicable Law, either in their original form or after being incorporated into other items, except as otherwise authorized by such Applicable Law.

#### **ADDITIONAL TERMS AND CONDITIONS OF SALE FOR AVIATION CUSTOMERS**

The following additional terms and conditions are applicable to purchasers of aerospace related products.

**15. Insurance.** While this Agreement is in effect, Purchaser, at its own expense, will carry and maintain the following minimum insurance coverages. The insurance shall protect Purchaser and Fuller from claims which may arise out of or be in connection with the performance of this Agreement. Purchaser will provide a certificate of insurance at the beginning of each policy year, evidencing the coverages listed below from insurers that have an A.M. Best rating of at least A-, VII. Purchaser and their insurance carrier will waive any and all subrogation rights against H.B. Fuller Company, its affiliates, members, partners and their respective directors, shareholders, officers, agents and employees for all policies except professional and cyber.

Workers' Compensation:	Statutory Limits
Employers Liability:	
Bodily Injury each accident;	\$1,000,000
Bodily Injury by disease policy limit;	\$1,000,000
Bodily Injury by disease each employee	\$1,000,000
Commercial General Liability:	
Each occurrence	\$1,000,000
General Aggregate;	\$2,000,000
Products Completed Operations Aggregate	\$2,000,000
Automobile Liability:	\$1,000,000
Combined Single Limit – Bodily Injury & Property Damage	
Umbrella Liability:	
Each occurrence	\$10,000,000
Aggregate	\$10,000,000
Products completed operations aggregate	\$10,000,000
Professional Liability	
Each occurrence	\$1,000,000
Aggregate	\$3,000,000
Cyber Liability (if applicable)	
Each occurrence	\$1,000,000
Aviation or Airline Liability Insurance	\$10,000,000

It is certified that Insurers are aware of this Agreement, and that Insurers have agreed to the following:

- (a) That these policies provide cross liability
- (b) To include H.B. Fuller Company, its affiliates, members, partners, and their respective directors, shareholders, officers, agents and employees named as an additional insureds with a waiver of subrogation;
- (c) To provide that such insurance will be primary and not contributory nor excess with respect to any other insurance available or carried by or on behalf of H.B. Fuller Company, its affiliates, members, partners, and their respective directors, shareholders, officers, agents and employees named as an additional insureds;

(d) To provide that with respect to the interests of Fuller, such insurance shall not be invalidated or minimized by any action or inaction, omission or misrepresentation by the Insured or any other person or party (other than Fuller) regardless of any breach or violation of any warranty, declaration or condition contained in such policies;

(e) To provide that all provisions of the insurance coverages referenced above, except the limits of liability, will operate to give each Insured or additional insured the same protection as if there were a separate Policy issued to each;

(f) Fuller will not be responsible for payment, set-off, or assessment of any kind or any premiums in connection with the policies, endorsements or coverages described herein;

(g) If a policy is canceled for any reason whatsoever, or any substantial change is made in the coverage which affects the interests of Fuller or if a policy is allowed to lapse for nonpayment of premium, such cancellation, change or lapse shall not be effective as to Fuller for thirty (30) days (in the case of war risk and allied perils coverage seven (7) days after sending, or such other period as may from time to time be customarily obtainable in the industry) after receipt by Fuller of written notice from the Insurers or their authorized representatives or Broker of such cancellation, change or lapse.

**16. Intellectual Property Indemnification.** Purchaser will defend, indemnify, and hold Fuller harmless from and against all claims, suits, actions, awards (including awards based on intentional infringement of patents known at the time of such infringement, and awards exceeding actual damages), liabilities, damages, costs, and attorneys' fees related to the actual or alleged infringement of any intellectual property right and arising out of the use of the product by Purchaser.

**17. Indemnification.** Purchaser will defend, indemnify and hold Fuller harmless from and against all claims and liabilities, including costs and expenses (including attorneys' fees), incident thereto or incident to successfully establishing the right to indemnification, for injury to or death of any person or persons, including employees of Purchaser, or for loss of or damage to any property, including any aircraft, arising out of or in any way relating to the use, lease or shipping of any Fuller product, whether or not arising in tort or occasioned by the negligence of Fuller (to the extent permitted by applicable law). Purchaser's obligations under this indemnity will survive the expiration, termination, completion or cancellation of these terms and conditions or any order.