

**STANDARD TERMS & CONDITIONS - SERVICES**  
Aspen Research Maple Grove, Minnesota 55369 U.S.A

**1. Controlling Conditions**

These Terms & Conditions are the exclusive terms and conditions under which H.B. Fuller Company doing business as Aspen Research (Aspen) will accept your (Customer's) order and perform for you the services proposed or quoted herein. By authorizing us to commence these services or any part, you agree to these Terms & Conditions. No conflicting or additional terms or conditions stated in or after your order shall apply or bind Aspen unless we expressly agree to them in writing in advance. Our commencement of services ordered shall not constitute our agreement to other terms and conditions.

**2. Confidentiality**

Aspen will hold in confidence and not disclose to others without your authorization (a) the particular services we perform for you, and (b) reports detailing the outcome of these services. We will also hold in confidence information that you actually protect within your organization as confidential, proprietary and/or trade secret for a period of not less than three (3) years from the date you first furnish same to us under conspicuous stamping, labeling, marking or tagging to disclose your assertion of such nature; provided, however, that this commitment will not apply to any such information that (i) is already in or later comes into the public domain through no fault of ours, (ii) you disclose to others without restriction, (iii) you authorize us to disclose without restriction, (iv) we already know when you disclose it to us, (v) lawfully comes to us from another source, (vi) is shown by our written records to have been independently developed for Aspen or by its personnel without reference to your information, or (viii) we are obligated to disclose by order of a court or governmental agency.

**3. Schedule**

Unless stated as "firm", all schedules indicated are good faith estimates only, subject to our prior receipt of all items you are to furnish, your readiness to proceed, any ensuing conditions of change or force majeure, and our right to control the utilization of our personnel and other resources. All services by Aspen are accomplished on a first-in/first-out basis unless priority or rush scheduling is available and arranged in advance.

**4. Prices**

Unless stated as "firm" or "fixed", our price(s) for the services proposed or quoted are good faith estimates only, and actual time-and-materials will govern final price. However, we will not exceed an estimated total price without your prior authorization after notice. Our "time" unit prices will be as stated or at our schedule of rates in current effect. Any overtime required to meet your request for rush or priority scheduling will be added to unit rates for the personnel involved. Our "materials" prices (e.g., for special chemicals, apparatuses, software) will be as stated or at-cost plus a 15% administration charge. The same 15 % charge will apply to all normal reimbursable expenses (e.g., courier services, local mileage, authorized travel) we incur in the services. Unless fixed, the billable charges for any part of the services to be subcontracted or to involve temporary workers will be managed to your best benefit.

**5. Service Requirements, Customer's Representative, and Samples**

You are responsible for furnishing complete and accurate information concerning your service requirements or objectives, and the character of all items furnished to us by you or on your behalf. You must designate to us in writing a representative who is fully acquainted with the services ordered, and who has the authority on your behalf to receive information from us, approve changes in the scope and schedule, and to expeditiously furnish all items, information and decisions within your responsibility to prevent delays in our work.

All samples must be suitably contained, accurately labeled and delivered within relevant holding times. We reserve the right to reject any samples that we consider to be in condition unsafe or unusable for our service purposes, or which are submitted without MSDS or CoC documentation where applicable. We do not accept deliveries with C.O.D. freight charges, or deliveries outside our normal business hours unless arranged in advance.

**6. Terms & Method of Payment, Taxes**

Invoices setting forth the charges and expenses incurred and payable will be submitted by Aspen to you upon completion of our services or monthly, during extended services. You will pay all taxes applicable and invoiced for services and materials we supply unless you provide us with an appropriate and effective tax exemption certificate. All of our invoices are due and payable in full, in good funds on your receipt or otherwise as pre-agreed. A finance charge of 1.5% per month (18% per annum) or lower maximum lawful rate will apply to all invoiced amounts not timely paid.

**7. Title to Samples and Customer Materials, Alternate Disposal**

You will retain ownership or be deemed to own all samples and materials furnished on your behalf for evaluation, use or other reference in our services. Except as otherwise agreed to in writing, within 60 days after conclusion of the services Aspen may return to you or arrange for lawful disposal of all unexpended samples and materials. All of our costs of storage, or of such return or disposal (e.g., labor, containering, testing, documentation, transport, fees, etc.), will be billed to and payable by you as an extra charge.

**8. Reporting Service Results, Customer Review, Questions, E-Mail**

Upon completion of our services, and at any agreed progress intervals, we will send to your designated representative written reports of work performed, select data derived and results indicated. On your receipt, each of our submitted reports must be reviewed by personnel qualified to evaluate them, and any questions promptly communicated to us.

Signed hardcopies of all reports will be sent via mail or courier, by facsimile or electronically via Internet/E-mail, and unsigned advance copies may be provided on request. Due to the inherent insecurity of Internet/E-mail, Aspen will not use these means for making confidential reports provided you specifically request Aspen not to do so in advance by your representative in writing.

**9. Exclusive Remedy**

The sole remedy of you and of anyone claiming by or through you with respect to dissatisfaction with services we perform is, at our election, either (i) prompt re-performance by Aspen at our expense of the particular services or part complained of, or (ii) refund of the amount you previously paid for the same such services or part. This remedy is contingent upon our separate confirmation of material error in or mis-performance of the services under question. Any claim for remedy under this provision must be made not later than 90 calendar days after your receipt of the report detailing the services with which you are dissatisfied.

**ASPEN MAKES NO WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED OR OTHERWISE WHATSOEVER, THAT THE SERVICES PERFORMED OR ANY ITEMS PRODUCED WILL BE MERCHANTABILITY OR FIT FOR ANY PARTICULAR PURPOSE OR USE WHICH ASPEN DOES NOT DIRECTLY CONTROL.** It is your responsibility to separately evaluate all services of Aspen promptly at conclusion or delivery. In no event shall Aspen be liable to you or anyone claiming by or through you for any indirect, contingent, special, incidental or consequential costs or losses of any kind. You understand and accept the fact that all Aspen services which entail R&D services or new methodologies, techniques, instruments or interpretations based upon emerging technologies involve uncertainty of outcome.

**10. Reservation of Rights in Project Data and Fruits of Services**

Until we are paid in full for all invoiced charges for services ordered under this proposal, Aspen shall be conclusively deemed the owner of all resulting data and other fruits of the services in our possession with full rights to withhold, use or dispose of any or all such for Aspen's own business purposes without accounting to you or others. No partial or pro rata rights therein will accrue to you by reason of your payment in part but not in full for Aspen's charges as invoiced. Any and all separate confidentiality and other agreements made by Aspen with you in anticipation of or regarding matters within this proposal or quote shall continue in force but, solely with respect to the retained rights set forth in this paragraph, shall be subordinate to this provision and these retained rights of Aspen, whether or not referenced therein. This includes sub-item (b) under the Confidentiality paragraph, above, in these Terms & Conditions. Aspen owns all pre-existing test methods. Aspen owns test methods developed during provision of the services. Customer is given a royalty free license, without rights to sublicense, to test methods developed at the request and/or direction of Customer.

**11. Agreements Regarding Litigation, etc.**

You agree to compensate Aspen for all time (at our standard rates in connection with such matters), itemized expenses and out-of-pocket costs (including without limitation attorneys' fees and court costs) which Aspen or its staff may reasonably incur arising from or in connection with any of the following: (i) any subpoena, court order or other legal process relating to you or the services hereunder; (ii) any challenge that you or your clients make in connection therewith; (iii) in the event that Aspen or any of its staff are requested or subpoenaed by you, your counsel or others to furnish any testimony or other evidence on any matter relating to services hereunder or involving your clients or customers, or (iv) otherwise in connection with any suit, arbitration, mediation, matter or proceeding brought by or against or otherwise involving you or any of your clients or customers for which Aspen is providing or has provided services pursuant hereto.

**12. Governing Law**

These Terms & Conditions shall (i) continue indefinitely and survive any termination or expiration of any agreement between, and the performance or completion of any project or services involving, Aspen and Customer; and (ii) be construed and enforced in accordance with the laws of the State of Minnesota U.S.A., excluding its conflict of laws provisions.

© 2023 H.B. Fuller Company