

H.B. FULLER NORTH AMERICA REGION CONDITIONS OF SALE

1. Conditional Acceptance; Objection to Purchaser's Terms; Entire Agreement. Acceptance of Purchaser's order by any member of the H.B. Fuller group of companies (each or collectively "Fuller") is expressly conditioned on Purchaser's agreement to these terms and conditions ("Contract"). Any term or condition of Purchaser's order or other documents which is different from, in addition to, or inconsistent with anything in this Contract is rejected and will not apply. Unless clearly stated otherwise, any quote from Fuller is not a binding offer to sell. Subject to a separate signed agreement which takes precedence over conflicting terms, this Contract contains the entire agreement of the parties and replaces all prior discussions or agreements. No amendment to this Contract will be effective unless in writing and signed by an authorized representative of Fuller. If Purchaser requests a change or cancellation of an order and Fuller agrees, Purchaser shall pay any reasonable costs incurred by Fuller as a result.

2. Delivery. Delivery dates provided by Fuller are estimates and depend on product availability. If products are not available by the estimated date, Fuller may delay delivery. Delivery or other arrangements which Fuller agrees to or is obliged to undertake beyond the delivery point per the agreed delivery term shall be as Purchaser's agent and Purchaser shall pay all duties, charges or expenses incurred. Products not taken by Purchaser or Purchaser's carrier may be warehoused at Purchaser's risk and cost. If, in Fuller's reasonable opinion, delivery violates safety, health, environmental policies or applicable laws, Fuller may suspend or cancel the order without any liability. Fuller's weights verification is final. Fuller may deliver up to 10% more or less than the ordered quantity, and Purchaser shall pay for the actual quantity delivered within such tolerances. Fuller shall as soon as practicable deliver any shortfall or collect any over delivery outside of such tolerances. Failure to give notice of over delivery outside of such tolerances in accordance with this section or any use or dealing in such products shall require Purchaser to pay the prevailing rate.

3. Force Majeure. Fuller shall not be liable for any inability to supply or delay in production or delivery due to any cause beyond the reasonable control of Fuller including, but not limited to, acts of God, adverse weather conditions, accidents, pandemic, epidemic, breakdown of plant or machinery, terrorism, war or other hostilities, civil commotion, riots, act or failure to act of government, act or omission of Purchaser, fire, strike or labor trouble, sabotage or delay in obtaining from others suitable services, materials, components, equipment or transportation, or other similar contingencies or circumstances.

4. Terms of Payment and Price. Payment terms are net thirty (30) days from the invoice date, subject to credit approval. Fuller may require advance cash payment or satisfactory security before shipping products. Such action does not constitute a change of payment terms. All prices are subject to exception or change without notice, unless otherwise fixed in the Contract. All payments shall be made in U.S.A. dollars. Pricing errors may be corrected at any time. Fuller is not obligated to ship products if prior invoices remain unpaid. Each order and shipment are treated as a separate contract and Purchaser may not offset amounts owed to Fuller. Late payments are subject to interest at 1% (one percent) per month or the maximum legal rate, whichever is lower, and Purchaser must cover Fuller's reasonable costs. Purchaser represents and warrants that it is solvent at the time of purchase. If Purchaser becomes insolvent or unable to pay debts, Fuller may suspend or cancel deliveries without liability.

5. Limited Warranty; Disclaimers; Limitation of Warranties and Remedies. Unless otherwise provided under a separate applicable warranty found at hbfuller.com/en/about-us/conditions-of-sale, Fuller warrants that the applicable Fuller product shall conform at the time of delivery in all material respects with Fuller's specifications for such product. These specifications are available on request. This limited warranty does not cover test data, or any defects, damage or other harm caused to any extent or, in any way, by failure to follow applicable Fuller instructions, or abuse or misuse of the product.

THE FOREGOING WARRANTY IS IN PLACE OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. FULLER EXPRESSLY DISCLAIMS WARRANTIES OF NONINFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. ALTHOUGH FULLER MAY HAVE SUGGESTED THE PRODUCT OR DEVELOPED THE PRODUCT AT 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 REGARDING SUCH SUITABILITY. FOR ANY VALID CLAIM, FULLER WILL REPLACE THE PRODUCT OR REFUND THE PURCHASE PRICE. THIS REPLACEMENT/REFUND REMEDY IS PURCHASER'S SOLE AND EXCLUSIVE REMEDY AGAINST FULLER. 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 THIS CONTRACT OR ANY USE OF THE PRODUCT. IN NO EVENT WILL FULLER BE OBLIGATED TO PAY DAMAGES TO PURCHASER FOR ANY AMOUNT EXCEEDING THE PRICE PURCHASER PAID FOR THE PRODUCT. No oral representations or warranties will be of any effect. 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.

Purchasers that re-sell Fuller products agree to the following: for each product re-sold, Purchaser will provide to its customers current and appropriate technical data sheets, safety data sheets and the current Fuller warranty statement. If Fuller notifies Purchaser of updated warranty information, Purchaser will provide updated warranty information to its customers.

6. Termination. Without prejudice to any other rights or remedies, Fuller may terminate the Contract by providing notice to Purchaser if the Purchaser breaches any obligations under the Contract, subject to applicable law. Upon termination, payment for invoiced products becomes immediately due.

7. Retention of Title. Fuller retains ownership of the products until full payment is received. If payment is overdue, Fuller may recover or resell any unsold products and enter the Purchaser's premises to do so, as allowed by law. Until payment is made, the Purchaser must store the products separately, label them as Fuller's property, and insure them at full value. If resold, the Purchaser assigns any related customer claims to Fuller as security. Fuller may collect these if the Purchaser defaults. If the products are combined with others, Fuller gains co-ownership in proportion to the unpaid value. If the Purchaser becomes insolvent or similar events occur, resale rights end and all payments become immediately due.

8. Inspection, Acceptance and Returns. Purchaser must inspect the products within 15 days of delivery and notify Fuller in writing of any issues, including supporting documents if requested. Products not rejected in writing within this period, or used in normal business, are considered accepted. Returns of unused, non-defective products in saleable condition require Fuller's written approval and may incur restocking fees. Custom-made products cannot be cancelled, rescheduled, or returned.

9. Assignment. This Contract may not be assigned by the Purchaser without the consent of Fuller.

10. Taxes. Prices do not include taxes or government charges. Purchaser is responsible for paying all applicable taxes, assessments, and fees related to the sale or shipment of the products.

11. Fair Labor Standards. Fuller certifies to the extent applicable, that products sold under this Contract comply with all relevant requirements of Sections 6, 7, and 12 of the U.S.A. Fair Labor Standards Act, as amended, and with applicable regulations and orders of the U.S.A. Department of Labor issued under Section 14.

12. Confidential Information, Intellectual Property. The Purchaser shall not disclose to any other party any confidential information belonging to Fuller or to which Fuller has lawful access (including, but not limited to, specifications, formulae, manufacturing processes, know-how or any technical or economic information), or use such information for any purpose except as expressly authorized in writing by Fuller. In order to protect the proprietary and confidential nature of Fuller's products, Purchaser shall not (a) analyze or have analyzed or permit the

analysis of any sample or products supplied (except as may reasonably be required for safety purposes), nor (b) copy or permit the copying of the products. All intellectual property rights in and to the products, their manufacture, development or creation (including improvements to the same) shall be or remain vested in Fuller (whether or not commissioned by the Purchaser) and the Purchaser will, at the request and cost of Fuller, do any act and execute any documents necessary to confirm such rights in or transfer such rights to Fuller.

13. Purchaser Obligations. Purchaser shall not use Fuller's trademarks or trade names in the re-sale of the products without prior written approval. If products are supplied under Purchaser's brand, Purchaser must provide accurate and timely manufacturing, labeling, and marketing instructions that comply with all applicable laws and do not infringe third-party rights. Purchaser is solely responsible for all customer communications and legal compliance. Fuller may provide technical support or materials. Purchaser shall ensure that all product related material comply with local laws where products are sold to and/or use by Purchaser's customers and shall indemnify Fuller against all third party claims, losses, costs and expenses resulting from Purchaser's direct or indirect actions.

14. General. No failure by Fuller to exercise any rights, powers or remedies, 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 this Contract or part thereof is or becomes illegal, invalid or unenforceable in any jurisdiction, the remaining provisions remain in effect.

15. Compliance with Laws. Purchaser will comply with applicable local and foreign export control laws, including U.S. rules such as U.S. Export Administration Regulations among others (altogether "Export Controls"). Export Controls specifically prohibit Purchaser from shipping to, conducting any transaction or taking action directly or indirectly in respect of the products Fuller supplies: (a) with any of the listed embargoed countries, including the Crimea region, Cuba, Iran, North Korea, Syria ("Embargoed Countries"); (b) with any entity, person or organization of any "Embargoed Country"; (c) with any sanctioned, designated, blocked, or prohibited person, entity or organization, or (d) where such use is prohibited or controlled, unless properly authorized under applicable law. . Purchaser will comply with all import and export licensing requirements and related customs regulations, including the U.S. Export Administration Act, as amended, and any similar laws in the countries involved in the shipment of the products. Purchaser shall indemnify Fuller for any direct or indirect liability, including reasonable legal costs, resulting from any failure to comply with these laws.

16. Governing Law; Venue; Limitation of Actions; Language; Legal Fees. If the Fuller selling entity is a U.S.A. entity, this Contract is governed by the laws of the State of Minnesota and disputes will be resolved exclusively in a court located in the State of Minnesota. If the Fuller selling entity is a Canadian entity, the laws of the Province of Ontario shall apply, and disputes will be resolved exclusively in a court located in the Province of Ontario. Any claim under Fuller's limited warranty must be made within one year from the date of shipment. Purchaser will reimburse Fuller for all legal fees and costs incurred by Fuller to enforce this Contract.

The parties hereby expressly exclude the application of the *United Nations Convention on Contracts for the International Sale of Goods* and the *United Nations Convention on the Limitations Period in the International Sale of Goods*, as amended, replaced or re-enacted from time to time. The parties expressly agree that this Contract is prepared in the English language and such language will prevail. Les parties conviennent expressément que les présentes conditions générales sont rédigées en anglais et que cette langue prévaudra.

ADDITIONAL CONDITIONS OF SALE FOR AVIATION CUSTOMERS

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

17. Insurance. While this Contract 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 Contract. 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 Fuller, its 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 Contract, and that insurers have agreed to the following:

- (a) That these policies provide cross liability
- (b) To include Fuller its 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 Fuller its 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 in this document;

(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.

18. 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.

19. 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 this Contract or any order.