# H.B. FULLER PURCHASE ORDER TERMS AND CONDITIONS
## Latin America except Brasil

1. **Acceptance**. Seller's commencement of work on the goods and/or services (collectively "Goods") subject to this purchase order or shipment of such Goods ordered by H.B. Fuller Company, or any applicable H.B. Fuller Company affiliate (collectively "Purchaser"), whichever occurs first, shall be deemed an effective mode of acceptance of this purchase order. Any acceptance of this purchase order is limited to the express terms contained on the face and back of this purchase order. Any term or condition contained in Seller's invoices or other documentation supplied by Seller which is different from, in addition to, or inconsistent with any term or condition specified herein is hereby objected to and rejected. Such term or condition will not be binding on or effective against Purchaser unless specifically accepted in writing by an authorized representative of Purchaser. In the event a separate agreement covering the terms and conditions of purchase has been negotiated, agreed upon and signed by authorized representatives of the parties, such agreement will 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 Purchase Order Terms and Conditions 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 Purchaser.

2. **Revocation**. Purchaser reserves the right to revoke this offer at any time prior to acceptance by Seller; with no responsibility and without being required to obtain any judicial statement or authorization.

3. **Termination for Convenience**. Purchaser reserves the right to terminate this purchase order or any part hereof for its sole convenience, with no responsibility and without being required to obtain any judicial statement or authorization. In such event, Seller shall immediately stop all work and observe any instructions from Purchaser as to work in process. Seller shall be paid an equitable adjustment for work already performed.

4. **Termination for Cause**. Purchaser may terminate this purchase order or any part hereof for cause in the event of a default by Seller. In such event, Purchaser shall not be liable to Seller for any amounts, and Seller shall be liable for, and shall hold Purchaser harmless from, any damages occasioned by Seller's breach or default. If it should be determined by a Competent Authority that Purchaser has improperly terminated this purchase order for cause, such termination shall be deemed to be for Purchaser's convenience.

5. **Existing Liability and Duties Upon Termination**. The termination of this purchase order will not relieve either party of any liability accrued prior to termination. The termination of this purchase order will not affect the obligation of confidentiality as required in these terms and conditions.

6. **Warranty**. Seller warrants that all Goods furnished hereunder shall be: merchantable; free from any defects in workmanship or material; conform to the specifications provided by Purchaser (or if none provided, then Seller's specification); fit for their normal purpose and any specific purpose of the Purchaser made known to the Seller or for any other purpose of the Purchaser for which Seller should have reasonably been aware. The Seller warrants that the Purchaser will receive good and marketable title to the Goods, free of any claims, liens or encumbrances. Seller warrants that any services provided shall be: performed efficiently, safely, competently and in conformity with any applicable industry code of practice by suitably qualified and experienced personnel; and of the highest quality which reasonably would be expected from a skilled and experienced operator providing a similar type of service in similar circumstances. Seller shall extend all warranties it receives from its vendors to Purchaser, and Seller's warranties shall extend to Purchaser's customers. This warranty is in addition to all warranties contained under the law. Upon receipt of written notice by Purchaser of a warranty claim, Seller will promptly correct or replace any defective Goods. The cost of such correction or replacement, including shipment and return, will be borne by Seller. Correction will be made, or replacement Goods will be delivered by Seller, within the on-time period applicable to the original purchase order. Seller will be responsible for any damages Purchaser may incur as a result of any delay or failure to correct or replace the defective Goods.

7. **Prices; Payment; Price Warranty**. The prices for the Goods are set forth in this purchase order. Prices include all warehouse charges, pallet charges, handling charges, fuel surcharges and similar fees, as applicable. Payment will be made within ninety (90) days after receipt of a valid invoice. Seller warrants that the prices quoted hereunder are the lowest prices for which these or similar Goods are sold by Seller to other customers and in the event of any price reduction between execution of the purchase order and delivery of the Goods, Purchaser shall be entitled to

such reduction. Seller warrants that prices shown on this purchase order shall be complete, and no additional charges of any type shall be added without Purchaser's express written consent.

8. **Changes**. Purchaser shall have the right to make changes in this purchase order at any time and Seller agrees to accept such changes. In the event such changes result in additional costs, Purchaser shall make an equitable adjustment in the purchase price provided such additional costs are itemized for Purchaser by Seller within thirty (30) days of the notice of the change.

9. **Delivery**. Delivery of Goods will be made per the delivery terms stated in this purchase order, or FOB Purchaser's designated location(s) if no delivery term is stated. Title and risk of loss for Goods will pass to Purchaser upon delivery to Purchaser's designated facility. A packing slip must be included with each shipment and must contain the following: quantity ordered, quantity shipped, description of Goods, tax and freight. Time is of the essence. If delivery of Goods (included but not limited to rendering of services) is not completed by the time and date stated in the purchase order, Purchaser reserves the right without liability, in addition to its other rights and remedies available at law and in equity, to terminate such purchase order by notice effective when received by Seller as to Goods not yet shipped (including but not limited to services not yet rendered) and to purchase substitute Goods elsewhere and charge Seller with any loss incurred. Any documents necessary to enable Purchaser to obtain the Goods from the carrier when tendered will be mailed to Purchaser at the delivery address specified in this purchase order.

10. **Inspection**. Payment for the Goods delivered under this purchase order shall not constitute acceptance of such Goods. Purchaser reserves the right to inspect such Goods and to reject any or all of said Goods which are in Purchaser's judgment defective or nonconforming. Goods rejected and Goods supplied in excess of quantities required herein may be returned to Seller at Seller's expense and, in addition to Purchaser's other rights, Purchaser may charge Seller all expenses of unpacking, examining, repacking and reshipping such Goods. In the event Purchaser receives Goods whose defects or nonconformity is not apparent on examination, Purchaser reserves the right to require replacement, as well as payment of damages. Nothing contained in this purchase order shall relieve in any way Seller from the obligation of testing, inspection and quality control.

11. **Force Majeure**.

A party will not be liable for any delay in performance or non-performance caused by circumstances beyond such party's reasonable control, and without its fault or negligence, including but not limited to, fire, flood, explosion, acts of God, riots, strikes, labor disputes, war or other hostilities, civil commotion, or other similar contingencies or circumstances. The non-performing or delayed party will give immediate written notice to the other Party of the onset, extent and probable duration of such circumstances, and if the circumstances are not removed within thirty (30) days thereafter, the other party may terminate this purchase order. The party whose performance is prevented will use reasonably diligent efforts to cure such failure. In the event Seller announces or institutes an allocation or sales control plan for any Goods included in this purchase order, Seller shall use the following formula as means of calculation for Purchaser's monthly shipment quantities: [the greatest single monthly purchase volume in the most recent twelve (12) month purchase history + thirty percent (30%)] x the announced allocation percentage or sales control factor.

12. **Intellectual Property Indemnification**. Seller guarantees that the Goods will not infringe any third parties' rights, including but not limited to IP rights, trademarks, patents, copyrights, software licenses and other applicable regulations. Consequently, Seller will defend, indemnify and hold Purchaser, its director, employees, shareholders, and related entities and/or its agents and customers harmless from and against any suit or claim that may be instituted by a third party for an alleged infringement of patents, copyrights or mask work rights relating to the maintenance, sale, or use of any Goods under this purchase order. Seller further agrees to indemnify Purchaser, its agents and customers against any and all expenses, losses, royalties, profits and damages including court costs and reasonable attorneys' fees resulting from any such suit or proceeding, including any settlement. Purchaser may be represented by and actively participate through its own counsel in any such suit or proceeding if it so desires, and the costs of such representation shall be paid by Seller.

13. **Indemnification**. Seller shall defend, indemnify and hold Purchaser harmless from and against all damages, claims for damages, suits, recoveries, judgments, or liabilities and expenses including court costs and reasonable attorneys' fees arising out of or resulting in any way from: the possession, use or consumption by any person of any Goods; any defect in the Goods purchased hereunder; or from any act or omission of Seller, its agents, employees or subcontractors, including but not limited to, failure to comply with applicable laws, breach of warranties, breach of Seller's obligations under this purchase order, negligence, strict liability or willful or intentional misconduct. This indemnification shall be in addition to the warranty obligations of Seller.

14. **Assignments and Subcontracting**. No part of this purchase order may be assigned or subcontracted without the prior written approval of Purchaser.

15. **Setoff**. All claims for money due or to become due from Purchaser shall be subject to deduction or set off by Purchaser by reason of any counterclaim arising out of this or any other transaction with Seller.

16. **Waiver; Severability**. Purchaser's failure to insist on performance of any of the terms or conditions herein or to exercise any right or privilege or Purchaser's waiver of any breach hereunder shall not thereafter waive any other terms, conditions, or privileges, whether of the same or similar type. The provisions of these terms and conditions are separate and divisible and if any court of competent jurisdiction determines that any provision of these terms and conditions is void and/or unenforceable, the remaining provision or provisions will be construed as if the void and/or unenforceable provision or provisions were not included in these terms and conditions.

17. **Insurance**. Seller, at its own expense, will carry and maintain the following minimum insurance coverages in amounts no less than indicated below, in U.S.A. dollars or its equivalent. The insurance shall protect Seller and Purchaser from claims, which may arise out of or be in connection with the performance of this purchase order. Insurers providing these coverages must have an A.M. Best rating of A-, VII or better.

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

Seller must provide to Purchaser, upon request, and at the beginning of each successive policy year, a certificate of insurance evidencing the coverage listed above from an insurance company that has an A.M. Best Rating of "A- (A minus)" or better. Except for Workers' Compensation and Environmental all policies must be Primary and Non-Contributory and name H. B. Fuller Company, its affiliates, members, partners, and their respective directors, shareholders, officers, agents and employees as Additional Insured Parties. Seller shall 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 Environmental. These policies shall also provide cross liability.

Coverage afforded under these policies will not be canceled until thirty (30) days prior written notice has been given to Purchaser. Purchaser reserves the right to terminate this purchase order immediately upon Seller's termination of such coverage.

The insurance specified herein shall be minimum and the Seller is responsible for providing additional insurance as deemed necessary. Seller's liability for any act or omission under this purchase order is not limited in any way whatsoever by the amounts of insurance stated above.

18. **Confidentiality**. Seller shall consider all information furnished by Purchaser to be Confidential Information, and shall not disclose any such information to any other person or use such information itself for any purpose other than for performing its obligations hereunder. For the purpose of this purchase order and any discussions related to this purchase order, "Confidential Information" will mean all written or tangible information (including, but not limited to, data, know-how, technical and non-technical materials, and product samples and specifications) which a Purchaser may share with Seller, or which Seller may observe. Seller will not use Purchaser's Confidential Information other than as provided herein and will maintain in confidence the Purchaser's Confidential Information with the same degree of care each holds its own confidential and proprietary information; provided, however, that such

degree of care will be at least that which would be exercised by a reasonable, prudent business person in similar circumstances. Confidential Information will not include any information which the Seller demonstrate by reasonable evidence: (i) on the date of disclosure was in the possession or control of the Seller; or (ii) was independently derived by the Seller without access to the Confidential Information; or (iii) at the time of disclosure or thereafter becomes public knowledge through no fault or omission of the Seller; or (iv) is lawfully obtained from a third party under no obligation of confidentiality to the Seller. This obligation of confidentiality will remain in full force after the termination, expiration or satisfaction of this purchase order.

19. **Compliance with Laws**. Seller will comply with all instructions, procedures, or policies that Buyer may provide and require related to the deliver of Goods or Seller's presence on Purchaser's premises. Seller will comply with all applicable laws, rules, and regulations of any governmental authority in connection with this purchase order. Seller shall not supply, import or export the Goods contrary to the laws of the United Nations, United States or other applicable import/export laws. For all Products requiring export or import documentation into any country, Seller will provide all necessary documentation as required by law or requested by Purchaser. Seller will provide a certificate of analysis, material safety data sheet, regulatory information, and any other documentation for the Goods as may be required or recommended by applicable law or requested by Purchaser. Seller will comply with all labor laws, safety laws and environmental practices required by law, regulation and any other applicable directive of regulatory agencies, as well as with Purchaser's Code of Business Conduct, which shall be informed to Seller and can be consulted at H.B. Fuller Code of Conduct (https://www.hbfuller.com/en/north-america/campaign-pages/legal-notices/code-of-business-conduct). Seller agrees that it will comply with Purchaser's Supplier Expectations, which can be found at H.B. Fuller Supplier Expectations (https://www.hbfuller.com/campaign-pages/legal-notices/supplier-expectations). Seller shall grant access to Purchaser or any third party authorized by Purchaser to review its records, as part of any audit process to be conducted by Purchaser. Seller's non-compliance to these obligations shall be considered a breach of contract and Purchaser shall be entitled to immediate termination.

20. **Notices.** Notices related to this Purchase Order shall be served to the legal domicile of the Parties. The affected Party shall inform any change of its domicile, otherwise notices made to the previous known address shall be considered valid.

21. **Governing Law; Language**. This purchase order and all the rights and obligations of the parties shall be governed by the laws of the Purchaser's domicile. The parties 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 drafted in the Spanish language.

22. **Conflict Minerals.** As a public company, H.B. Fuller Company and its affiliates ("HBF") are subject to Section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act ("Dodd-Frank Act") and the regulations promulgated thereunder, as amended from time to time, relating to the sourcing of any tantalum, tin, tungsten and gold ("Conflict Minerals") in our products. HBF is committed to ethical practices and compliance with applicable laws and regulations, including SEC regulations and the Conflict Minerals Rule. As a public company that manufactures or contracts to manufacture products that may contain conflict minerals, HBF is working with its suppliers to determine whether the conflict minerals in its products originated from a covered country and if so, to determine if it is a source of funding for armed groups.