
CONDITIONS OF SALE IN USA AND CANADA FOR SEALING PROFILES

1. **GENERAL.** These Conditions of Sale ("Conditions") apply to the sale of sealing profiles and other goods ("Products") in USA and Canada by Semperit Industrial Products, Inc. Fair Lawn N.J, Semperit Profiles Deggendorf GmbH, Deggendorf DE and Semperit Profiles Leeser GmbH, Hückelheim-Baal, DE ("Seller"). Any other agreement, contract, modification or waiver will not bind the Seller of these Conditions unless expressly approved in writing by an authorized employee or agent of Seller.

These Conditions and the non-conflicting provisions in Seller's quotation (if any), acknowledgement, or invoice from Seller (collectively, the "Agreement") govern in all respects all sales of any Products from Seller to Buyer. Seller's quotations are offers that may only be accepted in full. No conditions, usage or trade, course of dealing or performance, understanding or agreement purporting to modify, vary, explain, reject, or supplement this Agreement shall be binding unless made in writing and signed by both parties, expressly and specifically referencing this Agreement, and no modification or objection shall be caused by Seller's receipt, acknowledgement, or acceptance of purchase orders, shipping instruction forms, or other documentation containing different or additional terms to those set forth herein.

2. **DELIVERY.** Unless otherwise agreed in writing, delivery is FOB Seller's port of shipping. The responsibility for payment of freight, insurance, duty and other costs shall be determined by the agreed terms of the particular sale. Seller has choice of routing and may deliver Products in more than one lot. In the event that Products are shipped in more than one lot, each lot shall be deemed a separate contract and paid for separately. Any delivery made within sixty (60) days of the agreed date shall constitute timely delivery and delivery of Products any time thereafter shall be timely delivered unless Seller receives written notice of cancellation by certified or registered mail five days prior to shipment. Seller shall be permitted quantity variations of ten percent (10%) more or less than specified, with the price being adjusted accordingly.
3. **FREIGHT POLICY.** Seller prepays shipments on consolidated and full containerloads (20 ft. and 40 ft.) to any one (1) continental USA location. Airfreight shipments are FOB Seller's airport.
4. **MINIMUM ORDER VALUE.** As part of Seller's written quote, pricelist or catalog, container orders must be optimized for full container loads (20 ft. or 40 ft.) if no other written agreements have been made.
5. **PRICES.** All prices shown on Seller's catalogs or other price lists are subject to change without notice. If Seller's costs are increased between the date Buyer's order is accepted and the date of delivery by increases in transportation costs, dues, wharfage, tolls, loading charges, insurance rates, import or export taxes, customs duties, customs appraisals, currency conversation rates, or governmental action of any kind, Seller may increase the price accordingly by notifying Buyer.
6. **PAYMENT TERMS.** Seller's payment terms are 30 days net unless otherwise agreed upon.
7. **TAXES.** Seller's prices do not include any applicable Federal, State or local property, license, privilege, sales, use, excise, gross receipts or other like taxes which may be now or hereafter applicable to, measured by, or imposed upon or with respect to this transaction, the Products, their sale, value or use, or any services performed in connection therewith, which taxes will be paid by Buyer.
8. **SETOFFS.** Neither Buyer nor any affiliated company or assignee shall have the right to set off against any amounts which may become payable to the Seller under this contract or otherwise, for amounts which the Seller may allegedly or in fact owe the Buyer or any affiliated company or assignee, whether arising out of this contract or otherwise.
9. **FORCE MAJEURE.** Seller shall not be liable for loss, damage, detention or delay due to war, riots, civil insurrection or acts of the common enemy, fire, flood, strikes or labor difficulties, acts of civil or military authority including governmental laws, orders, priorities, or regulations, acts of the Buyer, embargo, car shortage, wrecks or delay in transportation, inability to obtain necessary labor, materials or manufacturing facilities, or other causes beyond the reasonable control of the Seller. In the event such delays

exceed ninety (90) days, Buyer shall have the option to cancel its order upon written notice to the Seller.

10. **ORDER CANCELLATIONS.** Buyer may not cancel or modify any order except upon payment to the Seller of such damages, handling charges or other cancellation charges as may be mutually agreed in advance between the parties in writing.
11. **WARRANTIES.** Seller warrants for four years after delivery that the Products conform to the written description, if any given to Buyer by Seller, and that the Products are free from defects in workmanship and material at time of shipment by Seller, but Seller makes no warranty to appearance or color. Seller warrants no length or measure of service unless expressly agreed in writing by Seller. Seller does not warrant and shall have no obligation with respect to any Products that (i) have been destroyed, lost, disposed of or are otherwise unavailable for inspection by Seller, (ii) have been modified by someone other than Seller, (iii) have been subject to misuse, abuse, neglect, intentional misconduct, negligence, or use beyond rated capacity, (iv) have failed due to ordinary wear and tear, or (v) have been exposed to adverse operating or environmental conditions.

Warranty shall be subject to observance of the following guidelines for processing and use:

- (a) Storage of the Products in a cool and dry room, tension-free, with temperature around 15 °C (60 °F), not exceeding 25 °C (75 °F) and no exposure to direct sunlight.
- (b) Processing of Products within six (6) months of delivery
- (c) Prevention of mechanical injuries through assembly tools, additional clamping, etc.
- (d) Cleaning only with gentle detergents in a concentration for use. The Products must not get in contact with solvents (petrol, benzene, chlorinated hydrocarbons, etc.)
- (e) No painting over of the Products with varnish, resin, grease, etc.; Products shall only be installed in freshly painted frames after the frames have dried. When using additional sealing materials, jointing compounds, adhesives or the like, the supplier of the sealing materials has to certify that they are safe for use with the Products.
- (f) The maximum temperature for continuous stress is + 100° C.
- (g) No installation of Products under excessive strain. An addition of 1% when cutting to length is recommended.

SINCE METHODS OF APPLICATION AND ON-SITE CONDITIONS ARE BEYOND SELLER'S CONTROL AND CAN AFFECT PERFORMANCE, THE WARRANTIES SET FORTH IN THIS SECTION 11 ARE SELLER'S SOLE AND EXCLUSIVE WARRANTIES WITH RESPECT TO PRODUCTS, AND SELLER MAKES NO OTHER WARRANTY OR REPRESENTATION WITH RESPECT TO PRODUCTS AND EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY AGAINST INFRINGEMENT, OR ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO REPRESENTATIVE OF SELLER HAS AUTHORITY TO MAKE ANY REPRESENTATIONS OR PROMISES BEYOND THOSE STATED HEREIN.

12. **LIMITATION OF LIABILITY.** In the event it is finally determined that Seller has breached its warranty, Buyer's sole and exclusive remedy is to require Seller to replace such Products without charge or refund that portion of the price allocable to such Products, whichever Seller elects at its option; provided, however, that the foregoing remedy shall only be available to Buyer so long as Buyer notifies Seller of the applicable breach within the warranty period. In no event will Seller be liable to the Buyer or to any third party or any other person for any consequential, incidental, indirect, special or punitive damages arising from any cause whatsoever, whether or not such loss or damage is based on contract, warranty, negligence, indemnity, strict liability or otherwise. Under no circumstances will the aggregate liability of Seller to Buyer and/or other persons, whether in law, equity, contract, warranty, negligence, indemnity, strict liability or otherwise, exceed the price paid by Buyer for the Products giving rise to the claim(s). Seller has set its prices and entered into the Agreement with Buyer in reliance upon the limitations of liability and other terms and conditions specified herein, which allocate the risk between Buyer and Seller and form a basis of this bargain between the parties. Nothing in the Agreement confers upon any person other than Seller and Buyer any right or remedy under or by reason of this Agreement.
13. **RETURN OF PRODUCTS.** Buyer may return Products only upon approval by the Seller, evidence by valid returned Products authorization (RGA) number issued to Buyer. by Seller. If approved, conforming Products

shall be subject to a handling charge equal to 15% of the purchase price. Buyer shall bear the cost of return freight and risk of loss of the Products. In the event that the returned Products are found by Seller to be nonconforming and a credit, adjustment or replacement is allowed, Seller shall refund Buyer's cost of return transportation.

14. **CHARGE ON OVERDUE ACCOUNTS.** A charge of 1 1/2% per month or the highest rate permitted by law shall be payable on all overdue accounts.
15. **ASSIGNMENT.** Buyer may not assign this contract without the prior written consent of Seller.
16. **SEVERABILITY.** In the event that a court of competent jurisdiction holds any provision of this contract invalid, the remaining terms shall remain in full force and effect.
17. **CLAIMS AND LIMITATIONS ON ACTIONS.** In case of complaints the Seller shall be informed immediately. Products complained about that have already been installed in the structure shall be removed only after agreement with the Seller to give Seller the possibility for an inspection. The Products complained about that have not been installed in the structure yet shall be made available to Seller for examination and shall be sent to Seller in whole or in part upon request. The Seller shall remedy defects of supplied Products by subsequent improvement (to the extent possible) or substitute delivery. In both cases the Buyer shall grant a reasonable grace period.
18. Any lawsuit or other action brought by Buyer to enforce any claim or alleged claim against the Seller with respect to Products sold by Seller to Buyer must be commenced within one (1) year after the alleged cause of action against Seller has accrued, notwithstanding a longer applicable statute of limitations.
19. **DAMAGE AND SHORTAGE CLAIMS.** All claims for concealed loss or damage should be reported immediately to our Customer Service Department. Consignee must file all claims for damage and shortage via common carrier direct with carrier. Claims must be filed within 15 days or receipt of shipment.
20. **COMPLIANCE WITH LAW.** Compliance with any federal, state, provincial or local laws, regulations and directives relating to the installation, operation or use of Products is the sole responsibility of Buyer. In addition, Buyer must comply with any applicable export control laws and any applicable anti-bribery or anti-corruption legislation.
21. **GOVERNING LAW.** These conditions shall be construed in accordance with the laws of the State of New Jersey, and the laws of the State of New Jersey will govern the respective right and obligations of the Buyer and Seller. The application of the UN Convention for the International Sale of Goods as well as of comparable treaties, laws and conventions shall be excluded.

