



## **Standard Equipment Sales Terms**

These Dymax Standard Sales Terms (the “Terms”) are the only terms and conditions which govern the sale of all Deliverables (as defined below) provided to you (“Purchaser”) by Dymax Engineering Adhesives Ireland Ltd., its affiliates, subsidiaries and successors (collectively, “Dymax”); provided, however, that if a written agreement signed by both parties is in existence covering the sale of the Deliverables covered hereby, then the terms and conditions of said agreement shall prevail to the extent they are inconsistent with these Terms. In the event of any dispute, Purchaser’s recourse shall be limited to the specific Dymax company that provided the Deliverables. These Terms, including each Order (as defined below) entered into by the parties pursuant to these Terms, constitute the entire agreement between the parties in relation to these Terms and Orders hereunder, and supersede all prior agreements between them in relation to these Terms and Orders hereunder. Dymax rejects any additional, different or inconsistent terms delivered with or contained in Purchaser’s purchase orders, order acknowledgment forms, correspondence or other standard business forms, and no such terms shall alter these Terms. The earlier of Dymax’s commencement of performance or Purchaser’s receipt of any of the Deliverables shall constitute acceptance of these Terms.

**Scope of Performance:** Dymax shall only provide those products (the “Deliverables”) that are specifically described in a Purchase Order (“Order”) signed by representatives of both parties, and shall not be responsible for any services, deliverables or other matters not documented in a fully-executed Order. Unless included in the Order, any descriptions, statements, comments or representations made by an employee or agent of Dymax will reflect the opinion or observations of such employee/agent and will not be construed as representations, warranties or modifications to these Terms. Purchaser shall be responsible for all engineering, repair, modification and use decisions. Dymax will be entitled to rely upon, and shall have no responsibility for, the accuracy and completeness of all records, information, data and specifications furnished or decisions made by Purchaser (or Purchaser’s consultants and other contractors hired by Purchaser). The parties may only make modifications to the scope of performance set forth in an Order by a written change order that is signed by authorized representatives of each party.

**Term and Termination:** Unless otherwise provided in an Order, the applicable Order will remain in effect from the date such Order is fully executed by authorized representatives of each party until either party terminates it in accordance with these Terms or by providing the other party with at least 90 days’ advance written notice. In the event of any such termination, Purchaser shall make prompt payment for all Deliverables properly delivered prior to the effective date of termination.

In the event of a material breach of these Terms or an Order, the non-breaching party may immediately suspend performance of its obligations. Dymax may terminate any outstanding Order with immediate effect upon written notice to Purchaser, if Purchaser fails to pay any amount when due under these Terms or an Order and such failure continues for 90 days after Purchaser’s receipt of written notice of nonpayment. In other instances, if the breaching party fails to cure its breach within 10 business days of its receipt of written notice from the non-breaching party that sets forth the breach and proposed cure, the non-breaching party may immediately terminate any outstanding Order. If Dymax terminates an Order as a result of a Purchaser’s material breach,

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then Dymax shall provide to Purchaser a final invoice for the Deliverables delivered prior to the effective date of termination. Purchaser shall pay Dymax such amount plus the Termination Payment. The “Termination Payment” will be equal to 10% of the difference between (a) the price or estimate, as applicable, for such Deliverables as set forth in the applicable Order (as amended in Dymax’s progress reports or change orders) and (b) the sum of all payments made by Purchaser for such Deliverables, including pursuant to the final invoice. Purchaser’s payment obligation shall not be subject to set-off in any manner.

Either party may immediately terminate any outstanding Order upon written notice to the other party if: (i) the other party becomes insolvent and/or fails to provide written assurance to the requesting party of its ability to pay its debts as they become due; (ii) a receiver is appointed for the other party or its property; (iii) the other party makes an assignment for the benefit of its creditors; (iv) proceedings are commenced by or for the other party for relief under bankruptcy, insolvency or debtor’s relief law and not discharged within 60 days; or (v) the other party commences proceedings or takes action to liquidate or dissolve its business or attempts to do so.

In all cases, Dymax’s rights are cumulative, not exclusive and in addition to all other rights and remedies it may have at law or in equity. No termination shall affect any accrued rights or obligations of either party as of the effective date of such termination.

Pricing and Taxes: Unless otherwise specified in the Order, prices are net, and do not include sales, use, excise, privilege, value added or other similar taxes, customs duties, tariffs or assessments now or hereafter imposed or levied (“Taxes”) by or under the authority of any foreign, federal, state, provincial, or local law, rule, or regulation (collectively, “Law”) concerning the Deliverables or the manufacture or sale thereof. Any present or future Taxes applicable to the sale of the Deliverables hereunder shall be paid or promptly reimbursed to Dymax by Purchaser, or Purchaser shall provide Dymax with a tax-exemption certificate acceptable to the applicable taxing authorities. Dymax’s prices are subject to change at any time by Dymax in the event of any change in the Purchaser’s requirements or the Terms or as a result of changes to the Order agreed to in writing between Dymax and Purchaser. Clerical errors are subject to correction by Dymax without liability. Dymax reserves the right to modify or withdraw credit terms at any time, without notice, and to require guarantees, security or payment in advance of the amount of the Order, notwithstanding any prior arrangement. Dymax may set off any amount due from Purchaser from any amounts due to Purchaser, whether or not related to the Order to which these Terms are attached.

Payment: Net cash in Euros is due within thirty (30) days from date of shipment, unless otherwise agreed to by Dymax in writing. If any Deliverables sold are ready for shipment on or after the scheduled delivery date but cannot be shipped because of Purchaser’s request or for any other reason beyond Dymax’s control, payment shall be due within (30) days after Purchaser has been notified that same is ready for shipment. Interest at the lesser of the rate of 18% per annum or the highest rate permissible under applicable Law shall be paid by Purchaser on all amounts not paid by the due date. Purchaser shall be liable for all costs and expenses related to collection of past due amounts, including, without limitation, attorneys’ fees and costs. Purchaser shall not withhold payment of any amounts due and payable by reason of any set-off of any claim or dispute with Dymax, whether relating to Purchaser’s breach, bankruptcy or otherwise. If, in Dymax’s judgment, the financial condition of Purchaser does not justify continuance on the terms of payment above,

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Dymax may require full or partial payment in advance or otherwise adjust the terms including ceasing to supply Purchaser. Dymax retains the right to file a security interest on all Deliverables until paid and Purchaser hereby grants to Dymax a power of attorney to make such filings.

#### Delivery and Risk of Loss:

- (a) Delivery shall be made EXW (Dymax's premises) using Dymax's standard methods for packaging and shipping such Deliverables, and title and risk of loss passes to Purchaser at such time. Shipments will not be insured unless specifically requested in writing by Purchaser. All shipment terms, delivery terms and the passing of risk shall be determined in accordance with the Incoterms 2020 Rules published by the International Chamber of Commerce, as they may be amended from time to time. Delivery dates specified are only Dymax's reasonable estimate and apply only from date of receipt (as confirmed by Dymax) of all final specifications, engineering and manufacturing information. Dymax shall not be liable for any loss or damage of any kind whatsoever in transit. Claims for loss or damage shall be made solely against the carrier.
- (b) Dymax shall not be liable for any delay in or failure to perform contributed to by any circumstances beyond Dymax's control including, without limitation, acts of God; epidemics; pandemics; acts of Purchaser; acts of war or similar military action; national emergency; terrorism; fire; flood; explosion; inability to secure material or transportation facilities; raw material shortages and material increases in costs of raw materials, including those material increases in costs resulting from the imposition of tariffs; disruptions to the supply chain; delays by vendors or carriers; acts or omissions of carriers; labor disputes or difficulties, however caused; and export, import, exchange or other governmental regulations or restrictions. Purchaser may not cancel an Order because of delays for such reasons; provided, however, that if any such delay continues for a period of more than sixty (60) calendar days, the party not claiming excusable delay shall have the option of terminating the Order immediately, upon written notice to the party claiming excusable delay. Any added expenses incurred by Dymax because of such delays, or delays in receipt of detailed specifications and other pertinent information, or because of changes requested by Purchaser, shall be paid by Purchaser upon receipt of Dymax's invoice. Dymax shall not be liable for any claim, loss, expense, or damage of any kind whatsoever for any such delays.
- (c) Dymax may, in its sole discretion, without liability or penalty, make partial shipments of Deliverables to Purchaser. Each shipment will constitute a separate sale, and Purchaser shall pay for the units shipped whether such shipment is in whole or partial fulfillment of Purchaser's Order. If Purchaser requests Dymax to delay a shipment of Deliverables, Purchaser shall pay Dymax the reasonable cost of the storage of such Deliverables until shipment is made pursuant to Purchaser's instructions.
- (d) Purchaser will inspect the Deliverables upon delivery and will notify Dymax in writing of: (i) any claims that the Deliverables are different than identified in Purchaser's Order within 5 business days of delivery and (ii) any defects within 30 days of delivery, whereupon Dymax shall determine the remedy; provided that failure to timely give such written notice will constitute irrevocable acceptance by Purchaser of all Deliverables.

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**Changes and Cancellations:** Once ordered, Deliverables that are made to order, discontinued or custom products may not be cancelled by Purchaser. Dymax reserves the right to cancel any Orders or terminate any agreement relating to purchase of Deliverables, upon 10 days' advance written notice to Purchaser. Purchaser may cancel an Order, in whole or in part, only upon written notice and payment to Dymax of reasonable cancellation charges as determined by Dymax. Such charges shall include, but are not limited to, all expenses incurred by Dymax for amounts owed to Dymax, for work in process and for materials up to and including the date of cancellation, and reimbursement of any third party breakage charges and/or costs.

**Government Contracts:** If terms concerning delivery and materials in government contracts are subject to governmental priorities and restrictions and apply to the Deliverables, Purchaser must inform Dymax in advance, advise Dymax of the contract number, and provide Dymax with a copy of such contract specifically identifying such applicable priorities and restrictions.

**Materials and Technical Advice:** Upon request, Dymax may furnish Purchaser with materials and/or technical advice concerning the use and design of Deliverables by Purchaser. Dymax does not warrant such materials or technical advice and Dymax does not assume responsibility for test or performance results obtained by users. It is Purchaser's responsibility to determine suitability of such materials and advice for the product application and purposes and suitability for use in Purchaser's intended function. Dymax shall use commercially reasonable efforts to adhere to Purchaser-furnished designs, drawings and/or specifications, but Dymax shall have no responsibility for the suitability of same for the application intended. Dymax further assumes no obligation or liability for the technical advice given or obtained and Purchaser acknowledges and agrees that it will implement any technical advice provided by Dymax solely at its own risk. Purchaser should adopt such precautions and use applicable guidelines as may be reasonably advisable or necessary for the protection of property and persons. Any warranty applicable to a Deliverable, its application or its use is strictly limited to the warranties contained in these Terms. Nothing in these Terms shall act as a representation that the use or application will not infringe on a patent owned by someone other than Dymax or act as a grant of license under any Dymax patent or other intellectual property.

**Indemnification:** Purchaser acknowledges that Dymax supplies Deliverables that are components used in Purchaser's manufacturing process, and that Dymax has no knowledge of or control over the Purchaser's finished product. Purchaser shall defend, hold harmless and indemnify Dymax and its officers, directors, members, managers, representatives, agents and employees, using counsel reasonably approved by Dymax, from and against all claims, suits, demands, losses, liabilities, damages (to the extent permissible under law, including injury and death) and expenses (including reasonable costs and expenses of counsel and other advisors incurred by Dymax in such defense), including, without limitation, claims for contributing to or inducing said damages (collectively, "Losses"), arising out of or relating to: (a) Purchaser's or its agents' provided specifications, tests, design, structure, operation, material or method of making Deliverables ("Purchaser's Specifications"), including, without limitation, any resulting violation of intellectual property or proprietary rights; (b) Purchaser's use, misuse or disposal of Deliverables or materials; (c) Purchaser's non-compliance with any Law; (d) breach of these Terms by Purchaser; and (e) Deliverables subjected to: (i) improper installation or storage; (ii) accident, damage, abuse or misuse; (iii) abnormal operating conditions or applications; (iv) operating conditions or applications above the rated capacity of the Deliverables; (v) repairs or modifications made to all or part of the

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Deliverables without the prior written consent of Dymax; or (vi) a use or application other than or varying in any degree from the specifications and Purchaser's instructions.

**Limited Warranty/Exclusions:** Dymax warrants to Purchaser that the Deliverables, only to the extent that they are manufactured and packaged by Dymax, shall be free from defects in material and workmanship under the normal use and service for which such Deliverables are designed or authorized for a period of 12 months after the date of shipment, unless otherwise specified in the product bulletins accompanying such shipment. Unauthorized repair, modification, or improper use of such Deliverables voids their respective warranties. The warranties will be effective only if (a) Purchaser notifies Dymax in writing within 30 days of delivery that the Deliverables are not in conformity with this warranty, (b) if requested to do so by Dymax, Purchaser returns such Deliverables to Dymax's premises for Dymax's examination and (c) Dymax's examination, if any, discloses to its satisfaction that the nonconformity has been caused by defective workmanship or use of defective materials by Dymax. Any claims not made during the warranty period or in compliance with these Terms are deemed waived. Dymax's warranty does not attach to Deliverables or parts not manufactured by Dymax.

SAVE FOR ANY LIABILITY WHICH CANNOT BE EXCLUDED BY LAW, IN NO EVENT SHALL DYMAX BE LIABLE TO PURCHASER OR ANY OTHER PERSON OR ENTITY FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES OR ANY OTHER LOSSES, DAMAGES OR EXPENSES, INCLUDING LOSS OF PROFIT OR REVENUE OR WASTED EXPENDITURE, HOWEVER ARISING, FOR ANY DAMAGES OCCASIONED BY DYMAX'S NEGLIGENCE OR OTHER ACTION OR INACTION, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT DYMAX HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND/OR THE PURPOSE OF THE DELIVERABLES. IN NO EVENT SHALL DYMAX BE LIABLE FOR ANY AMOUNT IN EXCESS OF THE PRICE RECEIVED BY DYMAX FOR THE DELIVERABLES WITH RESPECT TO WHICH SUCH LIABILITY IS CLAIMED. THE FOREGOING LIMITATIONS SHALL APPLY EVEN IF THE PURCHASER'S REMEDIES UNDER THESE TERMS FAIL OF THEIR ESSENTIAL PURPOSE.

Statements made in any specifications attached to the Deliverable, other technical advice or in promotional materials are descriptive and are not intended as warranties. MODIFICATION, ALTERATION OR REPACKAGING OF DYMAX'S DELIVERABLES AND/OR ANY CHANGE OR MODIFICATION TO ORIGINAL PACKAGING, LABELING OR HANDLING REQUIREMENTS SHALL VOID THIS WARRANTY. THIS WARRANTY DOES NOT COVER NORMAL WEAR AND TEAR OR INTEGRATION INTO OR USE WITH OTHER PRODUCTS, AND SHALL BE INEFFECTIVE AND SHALL NOT APPLY TO DELIVERABLES THAT HAVE BEEN SUBJECTED TO MISUSE OR ABUSE, NEGLIGENCE, ACCIDENT, DAMAGE, OR IMPROPER INSTALLATION OR MAINTENANCE. DYMAX'S SOLE OBLIGATION UNDER THIS WARRANTY WILL BE LIMITED, AT DYMAX'S SOLE OPTION AND EXPENSE, TO EITHER (A) DYMAX REPAIRING OR FURNISHING A REPLACEMENT FOR THE DELIVERABLES WHICH DYMAX REASONABLY DETERMINES DO NOT CONFORM WITH THIS WARRANTY OR (B) DYMAX REFUNDING THE TOTAL AMOUNT RECEIVED BY DYMAX FOR SUCH DELIVERABLES. PURCHASER'S EXCLUSIVE REMEDY FOR ANY BREACH OF SUCH WARRANTY WILL BE ENFORCEMENT OF SUCH OBLIGATION.

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All transportation costs of Deliverables returned for warranty repair and damage in transit will be borne by Purchaser. No agent, employee or representative has any authority on Dymax's behalf, unless approved in writing by an authorized officer of Dymax, to bind Dymax to any representation, affirmation or warranty concerning the Deliverables, and any such representation, affirmation or warranty shall be unenforceable.

THERE ARE NO WARRANTIES WHICH EXTEND BEYOND WHAT IS DESCRIBED ABOVE. THESE ARE THE ONLY WARRANTIES WITH RESPECT TO THE DELIVERABLES, OR ANY MATERIALS OR COMPONENTS PURCHASED FROM OTHERS AND FURNISHED BY DYMAX, AND TO THE MAXIMUM EXTENT PERMITTED BY LAW DYMAX DISCLAIMS AND PURCHASER WAIVES ALL OTHER WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE AND OF ANY OTHER TYPE, WHETHER EXPRESS OR IMPLIED, ARISING BY LAW (STATUTORY OR OTHERWISE) AND WHETHER OR NOT OCCASIONED BY DYMAX'S NEGLIGENCE OR OTHER ACTION OR INACTION.

Any action for breach of warranty must be commenced within six (6) years after the cause of action has occurred.

Changes to and Acceptance of Terms; Waiver: These Terms, and any other written contract executed by Dymax and Purchaser, under which an Order or a sale is made, constitute the full understanding of the parties. No modification or waiver of any such terms and conditions shall be of any force or effect unless made in writing and signed by the parties claiming to be bound thereby. Prior courses of dealing and verbal agreements not reduced to a writing signed by Dymax, to the extent they attempt to modify, add to or detract from these Terms, shall not be binding on Dymax. Failure or delay by Dymax to exercise any right or remedy available to Dymax will not be deemed a waiver of such right or remedy unless set forth in writing and signed by Dymax, nor shall any waiver be implied from the acceptance of any payment. By placing an Order, Purchaser agrees to all the terms and conditions set forth herein, and in all other documents confirming such Order. In the event of any conflict between these Terms and those set forth in any other document, these Terms shall control unless otherwise agreed by both parties in a writing expressly stating that they supersede these Terms.

Governing Law: These Terms shall be governed by the laws of Ireland without regard to any rules on conflicts of laws. In the event of a dispute arising from or related to these Terms or an Order subject to these Terms, the parties consent to and agree that the courts of Ireland shall have sole and exclusive jurisdiction to resolve any such dispute.

Assignment; benefits: These Terms shall be for the benefit of each of Purchaser and Dymax and not for the benefit of any other person. Purchaser may not assign these Terms without Dymax's prior written approval, and any purported assignment without such consent shall be null and void. Any provision of these Terms that is prohibited, invalid, illegal or unenforceable shall be limited or eliminated to the minimum extent required, and the remaining provisions will remain in full force and effect.

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**Notices:** Any communications required by these terms shall be in writing and shall be delivered by e-mail or recognized overnight courier to the other party at its address listed on the most recent Order.

**Returns:** Except as otherwise provided in these Terms, under no circumstances shall any Deliverables be returned to Dymax nor Orders cancelled or suspended by Purchaser without Dymax's prior written consent. Such consent will be granted at the sole discretion of Dymax and on terms which will indemnify Dymax against all Losses suffered.

**Right to Substitute:** Dymax reserves the right to substitute materials or Deliverables of equal or better quality and specification than the Deliverables ordered by Purchaser.

**Confidentiality:** Purchaser agrees that it shall not, without the prior written consent of Dymax, use or disclose any of Dymax's non-public, confidential or proprietary information or data including all IP (as defined below), quotations and pricing information, or material created, developed, produced or otherwise obtained in the course of the Order governed by these Terms. Purchaser shall protect the same using the same standard of care as it uses to protect its own confidential information. Purchaser further agrees that it will not divulge any matter known to it, the disclosure of which would be detrimental to the interests of Dymax as determined by Dymax. The foregoing obligations of confidence shall not apply to (a) information in the public domain, (b) information previously and lawfully known by Purchaser prior to disclosure by Dymax, (c) information rightfully learned from a third party not under restriction of disclosure, or (d) information disclosed pursuant to court order, judicial subpoena or summons or requirement of government authority with reasonable prior notice given to Dymax by Purchaser.

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