

SIKA TERMS AND CONDITIONS OF SALE AND QUOTATION FOR COLORBIOTICS PRODUCTS

All product sales by Sika Corporation and its affiliates of Colorbiotics brand products (collectively, "Sika") shall be subject to the following Terms and Conditions of Sale ("Terms and Conditions of Sale"):

1. Any order from a purchaser of Colorbiotics products ("Purchaser"), whether relating to a quotation or offer by Sika ("Quotation" or "Sika Quotation"), or otherwise, shall not constitute an acceptance by Sika until such order has been accepted by Sika in writing.
2. Sika Quotation(s) shall be valid only for thirty (30) days from the date of issuance. Sika reserves the right to modify any Sika Quotation at any time.
3. These Terms and Conditions of Sale shall be applicable to, and incorporated by reference into, any sale, or documentation relating to the sale, of Sika products as well as any quote provided by Sika. To the extent there is a conflict between these Terms and Conditions of Sale, and the terms and conditions of any other documentation, including without limitation, a purchase order or request for Quotation, such conflicting terms and conditions are rejected and are of no effect.
4. Sika reserves the right to correct all typographical and clerical errors in any Sika Quotation, proposal, acknowledgment, or invoice.
5. Quotations are made for budgetary estimates only and are based on the assumption that Purchaser has provided all requirements of the job, including supporting documentation or pictures. Purchaser is responsible for verifying suitability for use, quantities, field conditions, project requirements, and correct products prior to placing product order. No allowances have been provided for additional products not included in the Sika Quotation or otherwise required for the project. Sika reserves the right to modify any Quotation if any additional materials are found to be required, or any material type, size, or quantity changes are needed at any time.
6. Sika reserves the right to revise or otherwise modify these Terms and Conditions of Sale from time to time. Any revised Terms and Conditions of Sale will be posted on the Sika website, www.colorbiotics.com, and will thereafter be immediately effective for sales of Colorbiotics products.
7. Stated shipment times for Colorbiotics products are estimates which shall commence upon (i) the date of Sika's written acceptance of Purchaser's orders or executed Quotation, and (ii) Sika's receipt of all required information from Purchaser. Sika shall not be liable to Purchaser or Purchaser's customers for any damages relating to failure to deliver Colorbiotics products on a specified date.
8. Purchaser shall not return any Colorbiotics products unless mutually agreed to by both parties in writing. Claims for missing or damaged products must be made within 48 hours of receipt of products.
9. Prior to each use of any Colorbiotics product, the Purchaser must always read and follow the warnings and instructions on the product's most current product label, Product Data Sheet, and Safety Data Sheet ("SDS") which are available at www.colorbiotics.com/resources/ or by calling Sika's Colorbiotics Technical Service Department at 1-888-663-6980. Nothing contained in any Colorbiotics product literature or materials relieves the Purchaser of the obligation to read and follow the warnings and instructions for each Colorbiotics product as set forth in the current product label, Product Data Sheet and Safety Data Sheet prior to use of the Colorbiotics product. The SDS contains product information and describes precautions, if required, associated with such things as transportation, delivery, unloading, discharge, storage, handling and use of the product, as applicable. Purchaser will familiarize itself with all such information and precautions, including but not limited to safety and health information contained in SDSs or otherwise transmitted to Purchaser by Sika at any time. Purchaser will instruct its personnel, agents, contractors, customers or any third party who may be exposed to the product about such information and precautions,

and any risks involved in using or handling the products and to make copies of information made available by Sika to such parties. PURCHASER ASSUMES FULL LIABILITY AND RESPONSIBILITY FOR COMPLIANCE WITH THE SDS AND TO ENSURE NO MISUSE OF THE PRODUCTS IN ANY MANNER. PURCHASER SHALL COMPLY WITH ALL APPLICABLE LAWS, STATUTES, ORDINANCES AND REGULATIONS OF ANY GOVERNMENTAL AUTHORITY INCLUDING, WITHOUT LIMITATION, THE FOREIGN CORRUPT PRACTICES ACT, THE ANTI-MONEY LAUNDERING PROVISIONS OF THE USA PATRIOT ACT AND BANK SECRECY ACT, AND UNITED STATES EXPORT CONTROL AND ENVIRONMENTAL LAWS ("APPLICABLE LAWS"). Purchaser shall not resell or ship to persons on the Denied Parties List or persons located within embargoed countries (in both cases as defined under the referenced export control laws). Sika assumes no liability for Purchaser's failure to comply with Purchaser's obligations arising under European Union REACH (Registration, Evaluation, Authorization, and Restriction of Chemicals) Regulations. Purchaser shall defend, indemnify and hold harmless Sika from and against all claims, demands, causes of action, damages, losses, liabilities, costs, expenses (including reasonable attorneys' fees), penalties, and judgments (each, a "Claim") arising out of or related to (i) Purchaser's (or others') processing, transportation, delivery, unloading, discharge, storage, handling, sale or use of any product (or any product containing product) or (ii) Purchaser's violation of any Applicable Laws. Sika assumes no liability for failure of discharge implements or unloading equipment used by Purchaser, whether or not supplied by Sika.

10. LIMITED WARRANTY. SIKA WARRANTS THAT AT THE TIME OF DELIVERY (I) PRODUCT IS FREE AND CLEAR OF ALL LIENS, ENCUMBRANCES AND SECURITY INTERESTS; AND (II) PRODUCT COMPLIES WITH SIKA'S PUBLISHED SPECIFICATIONS. SIKA MAKES NO OTHER WARRANTY OR GUARANTEE OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY. PURCHASER SHALL INSPECT THE PRODUCT SUPPLIED HEREUNDER IMMEDIATELY AFTER DELIVERY. EXCEPT WITH RESPECT TO CLAIMS FOR SHORTAGES, PURCHASER'S FAILURE TO GIVE NOTICE TO SIKA OF ANY CLAIM WITHIN THIRTY (30) DAYS AFTER THE DATE OF DELIVERY SHALL CONSTITUTE UNQUALIFIED ACCEPTANCE OF THE PRODUCT AND A WAIVER BY PURCHASER OF ALL CLAIMS WITH RESPECT THERETO. CLAIMS FOR SHORTAGES MUST BE RECEIVED BY SIKA IN WRITING WITHIN FORTY-EIGHT (48) HOURS AFTER DELIVERY OF PRODUCTS. SIKA SHALL BE GIVEN A REASONABLE OPPORTUNITY TO INSPECT ANY SHIPMENT CLAIMED BY PURCHASER TO CONTAIN A SHORTAGE. SIKA MAKES NO WARRANTY OR GUARANTY, EITHER EXPRESS OR IMPLIED, AS TO THE ACCURACY OR COMPLETENESS OF TECHNICAL ADVICE FURNISHED OR RECOMMENDATIONS MADE BY SIKA OR ITS REPRESENTATIVES CONCERNING ANY USE OR APPLICATION OF ANY PRODUCT OR OF THE RESULTS TO BE OBTAINED. WITH REGARD TO ANY HANDLING OF ANY PRODUCT, PURCHASER ASSUMES FULL RESPONSIBILITY FOR QUALITY CONTROL, TESTING AND DETERMINATION OF SUITABILITY OF PRODUCT FOR ITS INTENDED APPLICATION OR USE. ANY ATTEMPT TO REMEDY OR CORRECT A CLAIMED DEFECT BY PERSONS OR ENTITIES NOT AUTHORIZED TO PERFORM SUCH WORK BY SIKA OR CONTINUED USE OF SUCH PRODUCT SHALL VOID THE PRODUCT WARRANTY SET FORTH ABOVE AND PURCHASER WILL BE DEEMED TO HAVE ACCEPTED THE PRODUCT AS IS, WITH NO FURTHER OBLIGATION OF SIKA TO PURCHASER. IF REQUESTED BY SIKA, PURCHASER SHALL RETURN NONCONFORMING PRODUCT TO SIKA STRICTLY IN ACCORDANCE WITH SIKA'S WRITTEN INSTRUCTIONS CONCERNING SHIPPING, HANDLING, INSURANCE, AND OTHER MATTERS AS TO WHICH SIKA ISSUES INSTRUCTIONS. FAILURE TO COMPLY WITH THESE PROVISIONS SHALL INVALIDATE ANY CLAIM BY PURCHASER FOR BREACH OF WARRANTY. SIKA SHALL NOT BE RESPONSIBLE FOR THE USE OF THIS PRODUCT IN A MANNER TO INFRINGE ON ANY PATENT OR ANY OTHER INTELLECTUAL PROPERTY RIGHTS HELD BY OTHERS.
11. LIMITATION OF LIABILITY: SIKA'S TOTAL LIABILITY AND PURCHASER'S EXCLUSIVE REMEDY FOR ANY CLAIM OR LIABILITY ASSOCIATED WITH THE CONTRACT OR ANY PRODUCT, WHETHER BASED IN TORT, CONTRACT, STRICT LIABILITY OR ANY OTHER LEGAL THEORY IS EXPRESSLY LIMITED TO, AT SIKA 'S OPTION, REPLACEMENT, REPAIR OR REWORK, AS APPLICABLE, OF NONCONFORMING PRODUCT OR PAYMENT, IN AN AMOUNT NOT TO EXCEED, IN THE AGGREGATE, THE PURCHASE

PRICE OF THE SPECIFIC PRODUCT FOR WHICH DAMAGES ARE CLAIMED. IN NO EVENT SHALL SIKA BE LIABLE UNDER ANY LEGAL THEORY FOR ANY OTHER DAMAGES, LOSSES OR EXPENSES, INCLUDING, WITHOUT LIMITATION, INDIRECT, INCIDENTAL, PUNITIVE, CONSEQUENTIAL, AGGRAVATED, EXEMPLARY OR SPECIAL DAMAGES OR DAMAGES, LOSSES OR EXPENSES ASSOCIATED WITH LOSS OF PROFITS, BUSINESS, CONTRACTS OR SAVINGS, LOSS OF GOODWILL, LOSS OF PRODUCTION, LOSS OF USE, BUSINESS INTERRUPTION AND ANY OTHER DAMAGES, LOSSES OR EXPENSES OF ANY KIND OR CHARACTER TO PURCHASER, ITS CUSTOMERS, OR OTHER PERSONS OR ENTITIES.

12. All prices of Colorbiotics products shall be in United States Dollars (USD) or as outlined in a Quotation ("Product Pricing"). Sika may change its Product Pricing at any time without notice. Purchaser shall be responsible for all applicable taxes. Purchaser must provide declaration of final destination as applicable, and resale certification or other authorization of tax exemption at the time of order placement.
13. Unless otherwise agreed to in writing between Sika and Purchaser, (i) the delivery terms of the Colorbiotics products shall be Ex Works from the applicable Sika facility, and (ii) risk of loss of the Colorbiotics products shall pass to Purchaser upon delivery to Sika's designated carrier. Orders shipped by Sika may be subject to a minimum freight charge.
14. Unless otherwise agreed to in writing between Sika and Purchaser, payment for Colorbiotics products shall be due in full simultaneously with delivery of such products or as outlined in a Quotation. No offset or deduction from invoice is permitted. Acceptance by Sika of less than the full amount due shall not be a waiver of any of Sika's rights under any agreement or applicable law. No warranty will be provided or effective until the materials, service fees if applicable, and all applicable taxes are paid in full. Sika shall have no obligation to pay any rebate, issue any credit or make any other payment of any kind to Purchaser unless Purchaser is fully in compliance with its payment and other obligations.
15. If a payment is not made by Purchaser when due, a late charge will be paid by Purchaser from the due date until the date of the actual collection by Sika, calculated at the highest interest rate permitted by law or as outlined in a Quotation ("Late Charge"). Such Late Charge shall be in addition to, and not in lieu of, Sika's other rights and remedies for Purchaser's default or nonperformance. Purchaser agrees to pay all costs and expenses, including attorneys' fees, incurred by Sika in the collection of any sum payable by Purchaser to Sika. In addition, in the event that Purchaser fails to make any payment when due, Sika shall have the right to offset any and all outstanding payment obligations or other indebtedness of Purchaser to Sika against any outstanding payment obligations or other indebtedness that Sika may owe Purchaser.
16. Title to all Colorbiotics products sold to Purchaser shall remain in the name of Sika until full payment has been made by Purchaser, and to the extent applicable, Sika reserves a security interest in, and Purchaser hereby grants to Sika, a security interest in the Sika products sold to Purchaser and the proceeds thereof, with the right of Sika to take possession and dispose of the Colorbiotics products and such proceeds if any such amount is not paid when due. Purchaser agrees to execute and deliver, upon Sika's request and at Purchaser's expense, any and all instruments, including without limitation, financing statements under the Uniform Commercial Code ("UCC") and amendments thereto, which Sika may deem necessary or desirable in order to evidence, record, or perfect such title and security interest, and Purchaser specifically authorizes Sika to file such instruments with such information in any jurisdiction deemed necessary by Sika without the signature or any authorization of Purchaser, to the extent permitted by law. With each order, Purchaser represents to Sika that Purchaser is solvent. In the event of Purchaser's default, Sika shall have the rights of a secured party, including, without limitation, those rights under the UCC.
17. Purchaser shall indemnify, defend, and hold harmless Sika, its parent, subsidiaries, and affiliates, and its and their officers, directors, employees, agents, successors and assigns from and against, any and all losses, lawsuits, judgments, liabilities, damages, injuries, fines, costs or expenses

(including reasonable attorney's fees and expenses) (collectively, "Losses"), including but not limited to, Losses incurred in connection with or alleged with regard to, or otherwise relating to any claim, demand, proceeding, action, or suit by any third party (collectively, "Claims"), in each case arising from Purchaser's use, application, or installation of Sika products, or otherwise relating to Purchaser's obligations under these Terms and Conditions of Sale.

18. Notwithstanding anything to the contrary, Sika shall not be liable for any failure to perform or delay to the extent caused by any event or circumstance which is beyond the control of Sika, including without limitation, Acts of God, fires, floods, hurricanes, earthquakes, accidents, explosions, wars, acts of terrorism, embargoes, delays of carriers, sabotage, strikes, labor disturbances, act of governmental authority, state of emergency, pandemic, epidemic, shortages of power, or lack of, or inability to obtain, sources of materials, fuel, supplies, or equipment.
19. Detection of fraud is critical in preventing business losses. To prevent losses from fraudulent activities, including unauthorized communications and/or unauthorized access to financial, account, or other sensitive information ("Fraudulent Activities"), Sika encourages Purchaser to implement measures within its systems and processes to detect Fraudulent Activities. For any investigation relating to Fraudulent Activities, Purchaser shall cooperate in such investigation and take all appropriate corrective measures. To the extent that Purchaser incurs any losses relating to Fraudulent Activities, Purchaser assumes responsibility and Sika shall not be liable for any such losses, including financial or reputational.
20. Sika does not routinely change banking information, so all emails regarding banking changes should be treated as an unauthorized request.
21. These Terms and Conditions of Sale constitute the entire agreement between Sika and Purchaser relating to the sale of Colorbiotics products.
22. These Terms and Conditions of Sale and the obligations of Purchaser hereunder shall not be assigned, delegated, or transferred, by operation of law or otherwise, without the prior written consent of Sika.
23. If any provision of these Terms and Conditions of Sale is held by a court of competent jurisdiction to be void or unenforceable, such provision shall have no effect upon the enforceability of any other provision of these Terms and Conditions of Sale.
24. CHOICE OF LAW. These Terms and Conditions of Sale, and all matters relating to the sale of Colorbiotics products, shall be governed by, and construed in accordance with, the laws of the State of New Jersey, without giving effect to its conflicts of laws principles.
25. FORUM/JURISDICTION. Any dispute relating to these Term and Conditions of Sale, and all matters relating to the sale of Colorbiotics products, shall be subject to the exclusive jurisdiction and venue in the state and federal courts located in the State of New Jersey.