

GENERAL TERMS AND CONDITIONS OF SALE

1. Orders

By placing the order, the customer agrees to the exclusive application of the general terms and conditions of sale of Sika Belgium nv (hereafter: "we" or "us"). The orders are deemed to have been accepted as such, and are carried out exclusively in accordance with the present general terms and conditions, which take precedence over any purchase conditions of the customer and any deviating provisions stated on the order of the customer. The general terms and conditions of the customer shall never apply. The customer expressly acknowledges that the present general terms and conditions reflect the parties' common intention.

2. Check on Deliveries and Invoicing – Complaints

Any complaint relating to the products delivered must be communicated, by registered letter, by the customer within 48 hours of receipt thereof – both in case of delivery by Sika Belgium nv, shipment of the goods and collection by the customer. After this term has expired, no complaint regarding non-conformity, visible defects as to the delivery or packaging defects shall be accepted anymore.

Complaints relating to the invoicing must be made by registered letter within 8 days of receipt of the invoice.

3. Delivery Periods, Transport and Storage

The delivery periods indicated are merely approximate and, therefore, only constitute an obligation to use best endeavours, unless expressly agreed otherwise.

The deliveries are made on the authority of and at the sole risk of the customer, even when Sika Belgium nv is responsible for organising the transport. Sika Belgium nv can never be held responsible for direct or indirect damage, nor for any other damage arising from, but not limited to, late, damaged or wrong deliveries due to the transport.

If, by way of derogation from the foregoing, another clause which is customary in trade, such as, but not limited to, FOB, CIF, CFR, CPT, EXW, DAP, ... is agreed for the delivery, this shall be interpreted according to the Incoterms which apply at the time of the sale.

4. Prices

Our prices are calculated ex-factory, except where the quotation and/or the rate with respect to that provides for deviating conditions. As the occasion arises, the conditions on the quotation and/or the rate shall take priority.

5. Retention of Title

The right of ownership of the goods delivered shall only pass to the customer after he has fulfilled all undertakings arising from such delivery (including full payment, both in principal, interest and costs). Until such time, the goods can and must never be pledged or sold, and we may at any time take back the goods that belong to us. If we make use of this right, we may also at any time regard the sale as annulled, *ipso jure* and without any formalities or prior notice of default, without the customer being entitled to any type of damages.

SIKA BELGIUM NV

Venecoweg 37 · 9810 Nazareth · Belgium

Tel: +32 (0)9 381 65 00 · Fax: +32 (0)9 381 65 10 · www.sika.be

As long as the customer does not have the right of ownership of the goods, he undertakes to store the goods in the most favourable conditions.

In the event of seizure of the goods, the customer must notify us immediately.

6. Terms of Payment

Our invoices are payable at the company's registered office 30 days after the date of invoice, subject to deviating terms of payment expressly stated on the invoice.

Submitting a complaint, which may or may not be justified, about the relevant or another delivery in no way suspends the terms of payment of the customer.

The deliveries can be suspended in the absence of payment of an invoice on the due date. In the event of suspension, Sika Belgium nv can demand securities prior to resuming the deliveries.

Regardless of the agreed terms of payment, the customer grants us the right to demand, at any time, even for the first delivery, that a bank guarantee be provided as a guarantee of fulfilment of his payment obligations. As long as the requested bank guarantee has not been provided, Sika Belgium nv cannot be obligated to make any undertaking.

In the absence of payment of the invoice on the due date, 10.5% default interest shall be owed, *ipso jure* and without notice of default, from the due date.

Additionally, in the absence of payment on the due date, the invoice amount shall be increased, *ipso jure*, by 15% by way of liquidated damages, with a minimum of 150 euros. Late payments shall first be used to reimburse the interest due and the damages, and subsequently the oldest of the invoices.

7. Annulment over Termination

The above provisions do not in any way prevent us, in the event of non-payment, to establish, at the expense of the customer, the termination and/or the annulment of the sales agreement and/or to claim, *ipso jure*, the annulment thereof, as well as to seek compensation of all damage. If an agreement is terminated by the customer or annulled, in whole or in part, at his expense, he shall owe us liquidated damages equal to 15% of the amount of the annulled or terminated agreement or the portion thereof. This fixed sum covers the minimum damage that Sika Belgium nv can suffer, without prejudice to the right of Sika Belgium nv to prove higher damage and to claim compensation thereof, including the right, in addition, to claim compensation of any other additional damage and payment of the costs still to be incurred to regain possession of the goods and/or to restore them to their original condition.

8. Unimputable Impossibility of Compliance

Each party is, by law, relieved and not required to comply with any obligation vis-à-vis the other party if performance of the agreement has become entirely or partly, definitively or temporarily, impossible for one of the parties due to circumstances which are beyond the control of the party concerned, and which are in no way imputable to it – even if this circumstance was already foreseen upon conclusion of the agreement.

Without pursuing any exhaustiveness, the following are in any case considered to be an unimputable impossibility within the meaning of the previous paragraph:

- Strikes or lockouts at a party or at its suppliers;
- Scarcity or an objectively demonstrable lack of raw materials and/or fuels, both on the part of that party and on the part of its suppliers;
- Loss of goods or disruption of the production due to circumstances such as fire, flooding, accidents, breakdown of machinery;
- Circumstances such as revolt, war or an epidemic;
- Electrical faults, computer malfunctions, internet disruptions or telecommunications failures;
- Government decisions or interventions;
- Errors or delays due to third parties;

The party that refers to such unimputable impossibility is not required to prove the unimputable and unforeseeable nature of the circumstance that constitutes the unimputable impossibility.

If the unimputable impossibility is temporary in nature, the obligation of the party referring to such impossibility shall be suspended so long as the circumstances causing the unimputable impossibility persist.

In such a case, the parties shall make all reasonable efforts to limit the impact.

If the unimputable impossibility persists for more than 6 weeks, it is deemed to be definitive and the agreement can be annulled by means of a notification sent by registered letter without judicial intervention and without Sika Belgium nv being required to pay any damages.

A party whose obligation essentially consists of a payment obligation can never refer to an unimputable impossibility for the non-fulfilment of its payment obligation.

9. Unforeseeable Circumstance

In case of a fundamental change in the economic circumstances after the conclusion of the agreement, or if abnormal and reasonably unforeseen circumstances occur which entail, for either party, an unreasonable or disproportionate burden, and which seriously disrupt the contractual balance, the parties shall consult with each other in good faith in order to jointly seek an equitable adjustment of the agreement.

The circumstances referred to in the previous paragraph must not be imputable to any error, negligence or poor assessment of the scope of the obligations of the party concerned.

The party wishing to refer to these circumstances must notify the other party by registered letter within 30 days of discovery thereof.

If the parties fail to come to an agreement, the interested party may ask the competent court to nullify, in fairness, the contract or to adapt it to the changed circumstances.

10. Warranty

Sika Belgium nv guarantees that its products comply with the technical regulations and laws in force on the date of delivery.

The warranty of Sika Belgium nv for the delivery of products that suffer from a defect, which Sika Belgium nv must always determine in concrete terms, is limited to the replacement of the defective goods. The mere notification by the other party of the good being defective can in no way suffice to have Sika Belgium nv deliver a replacement good.

The warranty of our goods against hidden defects is limited to 1 year from the date on which the goods are delivered or should have been received. Any hidden defect must be communicated to us within fourteen days after the customer should reasonably have discovered the defect. In any case, all relevant complaints must be communicated to us by registered letter within fourteen days after the hidden defect has been discovered, thereby giving an accurate and detailed description of the defect.

Any warranty against visible and hidden defects shall be void if the goods were already modified, processed or sold to a third party, and if the instructions for use were not followed or the goods were not installed and/or handled properly.

The warranty does not cover damage caused by improper or abnormal use, or by a lack of precaution or an error on the part of the customer.

Except in case of fraud, wilful misconduct or gross misconduct, Sika Belgium nv cannot be held liable for or be required to compensate immaterial damage, indirect or consequential damage, including (but not limited to) loss of profit, loss of turnover, loss of income, restriction of production, administrative or personnel costs, an increase of the general costs, loss of clientele or third-party claims, or purely aesthetic damage. The liability of Sika Belgium nv shall at all times be limited to the amount of the purchase price of the product in relation to which the liability has arisen.

The information is provided and the recommendations are made by Sika Belgium nv in good faith, and taking into account the up-to-date technical knowledge and the practical experience with the product, as well as taking into account the standard application of the product under normal conditions.

The customer of the goods shall inform the relevant final consumer as fully as possible (obligation to use best endeavours) about the goods, without Sika Belgium nv recognising any liability with respect to that. If Sika Belgium nv provides any information for the final consumer, this should be viewed as a purely commercial gesture, without it being liable for wrong advice, except in case of fraud, wilful or gross misconduct.

The user must, as far as application is concerned, always act in the manner prescribed below: "The delivery of a product always takes place in accordance with the regulations and provisions of the technical data sheet of the product, and in accordance with the general terms and conditions of sale of Sika Belgium nv.

The regulations regarding the application and the use of Sika Belgium nv products are based on the technical knowledge and the experience acquired with these products at the time of the sale.

The technical information and the regulations of the technical data sheet only apply to the extent that the products, after delivery, are stored, handled and processed under normal

conditions, in accordance with those regulations and in compliance with good engineering practice.

The user must, prior to every application, always test the products as to their suitability in the context of the application envisioned by him and the intended final goal.

An application whereby one or more execution parameters are changed (such as the materials used, the substrates, the external conditions upon application), or an application that derogates from those regulations is always at the sole risk and on the sole responsibility of the user.

Sika Belgium nv can in no way be held liable for incorrect processing or an incorrect application of these products by the user.

Upon applying Sika Belgium nv products, the user must always consult the most recent version of the technical data sheet, which the user can find on our website (www.sika.be). If the user can't find the technical data sheet, it can be obtained upon simple request to Sika Belgium nv. Should there be any conflict between the documents from Sika Belgium nv in that regard, the provisions of the most recent technical data sheet of the product concerned shall always take priority".

11. Language

The Dutch general terms and conditions are the original conditions as they apply. In the event of conflicts between a translation of the general terms and conditions and the present Dutch version, the Dutch version shall always take priority. Any translation of the general terms and conditions is for illustrative and explanatory purposes only.

12. Nullity

If any provision (or part thereof) of these general terms and conditions is null and void or is nullified, the other provisions in these general terms and conditions shall remain in full force, and Sika Belgium nv and the customer shall enter into consultation to agree on a new provision replacing the provision that is null and void or nullified, thereby taking into account as much as possible the purpose and tenor of the provision that is null and void or nullified.

13. Jurisdiction and Applicable Law

Any disputes shall be the exclusive jurisdiction of the Courts of East-Flanders, Ghent division. Only Belgian law shall apply, to the express exclusion of the CISG.