

**FORBO SIEGLING, LLC – STANDARD TERMS AND CONDITIONS OF SALE**

- (1) **GENERAL:** The terms and conditions of sale contained herein (these “Terms and Conditions”) shall apply to all quotations and offers submitted by Forbo Siegling, LLC (“Forbo”) to any third party (“Customer”) and purchase orders received from a Customer and accepted by Forbo for the sale of goods (collectively, “Goods”) by Forbo. All sales are made pursuant to an individual invoice prepared by Forbo and delivered to Customer (each an “Invoice”), are subject to these Terms and Conditions, and Forbo objects to any different or additional terms or conditions contained in Customer’s purchase order or any other document submitted by Customer. Forbo’s acceptance of any purchase order or other document submitted by Customer is expressly made conditional on Customer’s assent to these Terms and Conditions.
- (2) **COMPLETENESS:** These Terms and Conditions and each Invoice (each as supplemented by the quantity of Goods ordered and the related delivery dates thereof set forth on any purchase order, order confirmation, Invoice or other document delivered by the parties pursuant to the terms of these Terms and Conditions) contain the final and entire agreement regarding the sale of Goods by Forbo to Customer, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. Terms or conditions contained in any purchase order or other document submitted by Customer which in any manner purport to alter, modify, change, suspend or add to any of these Terms or Conditions shall be deemed excluded from such purchase order or other document and waived by Customer. Customer cannot modify, cancel or otherwise alter orders after Goods are in process without Forbo’s written consent. Any such modification, cancellation or alteration shall be subject to conditions as negotiated at such time, which shall include protection of Forbo against loss.
- (3) **DELIVERY, TITLE AND RISK OF LOSS:** All Goods sold shall be delivered by Forbo F.O.B. place of shipment, unless otherwise agreed in writing by Forbo. Risk of loss or damage in transit shall be borne by Customer and claims shall be made directly with carrier. At the request of Customer, shipments of Goods may be insured against losses at the sole cost and expense of Customer, and any cost incurred by Forbo in connection with such insurance shall be added to the related Invoice and billed to Customer. Any specified delivery dates are approximate. Partial deliveries shall be permitted. Each delivery will constitute a separate sale, and Customer shall pay for the Goods delivered whether such delivery is in whole or partial fulfillment of Customer’s purchase order. Customer shall be responsible for all loading costs and shall provide equipment and labor reasonably suited for receipt of the Goods. Forbo shall not be responsible for delays in delivery or performance due to causes beyond its reasonable control, including, but not limited to, acts of God, acts of Customer, strikes or other labor disturbances, inability to obtain fuel, material or parts, delays in transportation, repairs to equipment, fires, accidents or any change in federal, state, or municipal law which would make performance legally impossible or impracticable. If performance by Forbo is delayed by reason thereof, it shall notify Customer, and time for performance shall be extended for the period of such contingency. If, as a result of any such contingency, Forbo is unable to perform any accepted order in whole or in part, then to the extent that it is unable to perform, such order shall be deemed terminated without liability to either party, but shall remain in effect as to the unaffected portion thereof, if any. If a delivery is delayed as a result of any action or inaction of Customer, Forbo may invoice Customer for the Goods as of the scheduled delivery date and may charge Customer for expenses incurred because of the delay (including, but not limited to, costs of handling, storage, insurance, and other incidental costs), and Forbo’s obligations shall be deemed fulfilled as of the scheduled delivery date. Acceptance of Goods upon delivery shall constitute a waiver by Customer of any claim for damages on account of delays in delivery. If manufacture is delayed or suspended by Customer, payment shall be made based on the contract price and percent of completion. The quantity of any installment of Goods as recorded by Forbo on dispatch from Forbo’s facility is conclusive evidence of the quantity received by Customer on delivery unless Customer can provide conclusive contrary evidence. Forbo shall not be liable for any non-delivery of Goods unless Customer gives written notice to Forbo of the non-delivery within five (5) days from the date when the Goods would in the ordinary course of events have been received.
- (4) **PRICES AND TERMS:** The purchase price of the Goods covered by these Terms and Conditions shall be as stated on the face of each Invoice. In addition to the purchase price, Customer is responsible for fees and expenses related to Forbo’s shipping and handling of the Goods, which fees and expenses shall be as stated on the face of the related Invoice. All prices are exclusive of fees and expenses charged by Forbo for any installation services and any other services that Customer may require. The charge for such services are subject to negotiation and agreement by Forbo and Customer, and shall be listed on a separate line item on an Invoice. Unless otherwise stated on the face of an Invoice, for all belts and tapes delivered pre-tensioned, the geometric operating length serves as the basis for invoicing. Pro-rata payments shall become due as shipments are made. Customer shall be liable for the price of all Goods substantially conforming to the order, notwithstanding that Customer may not have accepted same or may have revoked acceptance of same. Approval of credit for one or more deliveries of Goods shall not be deemed a waiver by Forbo of the provisions of this paragraph.
- (5) **PAYMENT:** Customer agrees to pay each Invoice in U.S. dollars, or in negotiable paper collectible at its face value in U.S. dollars at the location and time indicated on such Invoice. Customer agrees to pay Invoices for delivered Goods within 30 days from the respective Invoice date, after which time such payment shall be delinquent. Any past due Invoice shall, from the date due, be subject to a finance charge equal to (a) the lesser of one and one-half percent (1½%) per month or the highest rate allowed by law multiplied by (b) such delinquent amount. Additionally, Customer shall be responsible for all collection costs, court costs, and reasonable attorneys’ fees (where allowed by law) in connection with the recovery of any delinquent accounts. Customer agrees to provide Forbo, upon request from time to time, with updated financial information certified by an owner, officer, partner or other authorized individual of Customer, as a condition to the continued extension of credit to Customer. Customer acknowledges and agrees that Forbo may utilize outside credit reporting services to obtain information on Customer.

Should Forbo grant Customer credit availability, all decisions with respect to the extension, continuation or termination of credit shall be at Forbo's sole discretion. Customer understands that the continued solvency of Customer is a precondition to any sale made by Forbo. Upon request from time to time, Customer agrees in writing to Forbo that Customer is and remains solvent, and by submitting a purchase order to Forbo, Customer represents and warrants that it is so solvent. If, in Forbo's opinion, the credit of Customer becomes impaired, Forbo may, at its sole option, suspend performance of its obligations to Customer until such time as Forbo has received full payment or satisfactory security for deliveries of Goods made and is satisfied as to Customer's credit for future deliveries. If Customer fails to make payment in full or refuses to provide Forbo with satisfactory security or other adequate assurance of performance, then Forbo shall have the right to enforce payment of the full purchase price for Goods already delivered, and may (a) cancel the unfinished portion of all open orders for Goods and charge Customer an equitable amount for such cancelled orders, (b) proceed with delivery of all open orders for Goods, or (c) suspend performance of all open orders for Goods, in which case, Forbo shall be entitled to such extension of time for performance as is necessitated by the suspension.

- (6) **SALES TAXES AND DUTIES:** Unless otherwise stated, Forbo's prices do not include sales, use, excise or any other duties, including, but not limited to, all export and import fees and port handling fees. All taxes of any kind levied by any federal, state, municipal or other governmental authority which Forbo is required to collect or pay with respect to the sale or shipment of Goods sold hereunder (excluding only income taxes imposed on the net income of Forbo) shall be the responsibility of Customer. Customer agrees to pay all such taxes and to reimburse Forbo for any such payments made by Forbo.
- (7) **PACKING:** All Goods shall be suitably packed for domestic shipment, unless otherwise requested by Customer and agreed to in writing by Forbo.
- (8) **WARRANTY:** Subject to standard manufacturing variations and other limitations set forth herein, Forbo warrants that at the time of shipment each Good furnished pursuant to these Terms and Conditions or any Invoice shall conform to their respective specifications set forth or referenced on the face such Invoice, the related quote or order confirmation or in specification sheet(s), product brochure(s), or catalog(s) prepared by Forbo and provided or otherwise available to Customer covering such Good (including, but not limited to, documents available on Forbo's website); provided, however, that Forbo reserves the right to make any changes to the Goods in the interest of technical progress after receipt of an order for such Goods; and provided, however, that this warranty does not cover defects or failures caused by improper handling, storage, maintenance or repair, ordinary wear and tear, or by any modification, abuse, abnormal use or natural degradation due to aging (*i.e.*, degradation due to prolonged ozone or UV exposure) of such Good after delivery by Forbo and provided, further, that any claims related to the foregoing warranty shall be subject to a limitation period of one (1) year after the date of shipment of the subject Good(s) by Forbo. Notwithstanding the foregoing, Forbo shall not be liable for a breach of warranty unless: (a) Customer gives written notice of the defect (and a reasonable description of the defect) to Forbo within thirty (30) days of the time when Customer discovers or ought to have discovered the defect; (b) Forbo is given a reasonable opportunity after receiving the notice to examine such Goods and Customer (if requested to do so by Forbo) returns such Goods to Forbo's place of business at Customer's cost for the examination to take place there; and (c) Forbo reasonably verifies Customer's claim that such Goods are defective. Any recommendations by Forbo, if any, for the use of the Good(s) sold hereunder are based upon laboratory tests believed to be reliable, but, due to the wide variety of purposes for which the Goods are sold, Forbo makes no warranty of any results Customer might obtain in any particular application, and Customer shall be responsible for carrying out its own trial use(s) of the Goods. **THE FOREGOING WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY. ALL OTHER WARRANTIES (INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE) ARE HEREBY EXPRESSLY DISCLAIMED.**
- (9) **CLAIMS FOR DEFECTIVE GOODS AND NONDELIVERY:** Customer shall inspect the Goods within ten (10) days of receipt ("Inspection Period"). If Customer believes that a Good is defective, it must obtain a Return Good Authorization ("RGA") number from Forbo prior to shipment of such Good back to Forbo. Customer will be deemed to have accepted each delivered Good unless Customer obtains an RGA number from Forbo for such Good during the Inspection Period. The RGA number must appear on all packages returned to Forbo and be referred to in all related correspondence. Return shipment of the Good(s) for which damages are claimed shall be at Customer's expense, and such Good(s) shall not be returned, repaired or discarded without Forbo's written consent. All returned Goods shall be subject to inspection and final determination as to whether or not any adjustment is due. If the inspection shows that the warranty for the Good in the preceding paragraph is breached, Customer's exclusive remedy against Forbo, and Forbo's sole obligation, for any and all claims (whether for breach of warranty, breach of contract, tort (including negligence and strict liability) or otherwise) shall be limited to, at Forbo's option, repairing or replacing the defective Good or refunding the purchase price actually received by Forbo for such defective Good. Such repair, replacement or refund is the sole remedy with respect to defective Goods. Refunds may be applied against Customer's open balances at Forbo's sole discretion. In no event shall Forbo have any liability for damages in an amount exceeding the purchase price actually received by Forbo for the related defective Goods nor shall Forbo have any liability for incidental, special or consequential damages. The foregoing remedies (repair, replacement or refund) are Customer's sole and exclusive remedies with respect to all warranty claims on defective Goods (including any express warranties and/or under any implied warranties not negated by these Terms and Conditions). Warranty claims for a defective Good must be made within thirty (30) days of the time when Customer discovers or ought to have discovered the defect, or are forever waived. Unless Forbo has failed to meet the express warranties set forth in the preceding paragraph, Customer shall indemnify, defend and hold Forbo harmless from all costs, expenses, damages, judgments or other loss, including, but not limited to, costs of investigation, litigation and reasonable attorneys' fees, arising out of Customer's selection, use, sale and/or further processing

of the Good(s) sold hereunder. Any liability of Forbo for nondelivery of Goods shall be limited to replacing such Goods within a reasonable time or adjusting the related Invoice for such Goods to reflect the actual quantity delivered. The provisions of this paragraph limiting remedies to repair, replacement, or refund and limiting liability and excluding consequential or incidental damages are independent provisions and any determination that any such limitation of remedies fails of its essential purpose or any other determination that any of the aforementioned provisions are unenforceable, shall not be construed to make any other provision of these Terms and Conditions unenforceable.

- (10) SAFETY AND HEALTH DISCLOSURES:** Customer acknowledges that Forbo has furnished or otherwise made available to Customer all Material Safety Data Sheets, including, but not limited to, warnings, safety and health information concerning the Good(s) and/or the containers for such Good(s) sold hereunder (including, but not limited to, documents available on Forbo's website). Customer agrees to disseminate such information so as to give warning of possible hazards to any person whom Customer can reasonably foresee may be exposed to such hazards, including, but not limited to, Customer's employees, agents, contractors and customers. If Customer fails to disseminate such warnings and information, Customer agrees to indemnify, defend and hold Forbo harmless against any and all liability arising out of or in any way connected with such failure, including, but not limited to, liability for injury, sickness, death or property damage.
- (11) SEVERABILITY OF BREACH:** Any defect in quality or delays in delivery or nondelivery shall only affect the particular installment of Goods so defective or delayed and shall not affect the balance of the Goods covered by these Terms and Conditions and/or any Invoice. Any delivery not in dispute shall be paid for on the due date, as provided in these Terms and Conditions, without offset, defense or counterclaim and regardless of controversies relating to other delivered or undelivered Goods.
- (12) DEFAULT BY CUSTOMER:** If Customer (a) fails, with or without cause, to furnish Forbo with specifications and/or instructions for, or refuses to accept deliveries of, any of the Goods herein sold, or (b) is otherwise in default under or breaches or repudiates these Terms and Conditions, any Invoice, or any other contract with Forbo or (c) fails to pay when due any Invoice or any amount due under said contracts, then, in addition to any and all other remedies which Forbo may have hereunder or by law, Forbo may, without notice (i) bill and declare due and payable all amounts for undelivered Goods subject to these Terms and Conditions or subject to any other contract with Forbo, and/or (ii) defer shipment of Goods subject to these Terms and Conditions, subject to any other contract with Forbo or subject to any Invoice, in each case until such default, breach or repudiation is removed, and/or (iii) cancel, in whole or in part, any undelivered portion of Goods subject to these Terms and Conditions or subject to any other contract with Forbo. Notwithstanding any action taken by Forbo pursuant to clauses (i), (ii) and/or (iii), Customer shall remain liable for all damages incurred by Forbo.
- (13) RETURNS:** All sales are final. No Good(s) may be returned without Forbo's prior issuance of an RGA number. The RGA number must appear on all packages returned to Forbo and referred to in all related correspondence. Goods returned with freight due and/or without payment of a restocking charge of 25% of the Invoice will be refused.
- (14) DISPUTED DEBTS:** COMMUNICATIONS CONCERNING DISPUTED DEBTS, INCLUDING, BUT NOT LIMITED TO, AN INSTRUMENT TENDERED AS FULL SATISFACTION OF A DEBT, ARE TO BE SENT TO: Forbo Siegling, LLC, 12201 Vanstory Drive, Huntersville, NC 28078-8395, ATTENTION: Chief Financial Officer.
- (15) CHANGES AND REVISIONS:** Forbo reserves the right to make revisions and changes in its Goods and assumes no obligation to incorporate these changes in earlier models.
- (16) PATENTS:** Forbo makes no express or implied warranty that Goods sold hereunder will not infringe any United States or foreign patents, trademarks or mask work registrations. The sale of any Goods hereunder does not convey any license by implication, estoppel or otherwise covering combinations of any Good with other goods, devices or elements. Customer shall indemnify, defend and hold Forbo harmless against any expense or liability from claims of unfair competition, infringement or contributory infringement of any patents, trademarks, copyrights or mask work registrations related to Goods sold hereunder arising from (a) Forbo's compliance with Customer's designs, specifications or instructions; (b) use of any Goods in combination with goods, devices or elements not supplied by Forbo; and/or (c) use of any Goods in connection with a manufacturing or other process.
- (17) GOVERNING LAW:** These Terms and Conditions and each Invoice shall be governed by the laws of the State of North Carolina, and shall expressly not be governed by the United Nations Convention for Contracts for the International Sale of Goods. For any action brought by Customer against Forbo, exclusive jurisdiction and venue shall be Charlotte, North Carolina. For any action brought by Forbo against Customer, Customer consents to the nonexclusive jurisdiction and venue of any state or federal court located in Charlotte, North Carolina.
- (18) WAIVER; AMENDMENT:** No waiver, amendment, supplement or modification of any provision of these Terms and Conditions or of any term or conditions set forth on the face of any Invoice shall be effective unless made in a writing signed by an authorized officer or employee of Forbo that specifically identifies these Terms and Conditions or such the terms and conditions set forth on the face of any Invoice and the provision(s) intended to be waived, amended, supplemented or modified. Each such waiver, amendment, supplement or modification will be effective only in the specific instance and for the specific purpose for which given. Should any provisions herein or in any Invoice or related contract for the sale of Goods to Customer become completely or partly ineffective, the remaining provisions herein or therein shall be unaffected thereby.