



TERMS AND CONDITIONS OF SALE

Effective as of March 1, 2026

Naples, Florida, USA
www.follmannusa.com

1. Application and Acceptance of these Terms

These Terms and Conditions of Sale (“Terms”) apply to all sales of adhesives, coatings, chemical products, and related materials (collectively, the “Products”) by Seller to commercial purchasers only. Any sale or delivery of Products is expressly conditioned on Buyer’s acceptance of these Terms. Buyer’s acceptance may be evidenced by placement of an order, acceptance of delivery, or payment of any invoice.

Any terms proposed by Buyer that differ from or add to these Terms are rejected and shall not apply unless Seller expressly agrees to them in writing.

2. Contract Documents; Entire Agreement; Order of Precedence

These Terms, together with Seller’s written order confirmations and any written agreement signed by both parties (collectively, the “Contract Documents”), constitute the entire agreement between Seller and Buyer regarding the Products and supersede all prior discussions, negotiations, representations, or understandings.

Buyer’s purchase orders or other documents are binding on Seller only to the extent expressly accepted in writing by Seller. Any additional or conflicting terms proposed by Buyer are rejected unless specifically agreed to in writing by Seller.

No statement, representation, or assurance made by Seller’s employees, sales representatives, or agents shall be binding unless expressly included in the Contract Documents and signed by an authorized representative of Seller.

3. Pricing, Taxes, and Cost Adjustments

Prices are based on Seller's pricing in effect at the time Seller confirms the order, unless otherwise agreed in writing.

Prices exclude all applicable taxes, duties, freight, insurance, and governmental charges. Buyer is responsible for payment of all such amounts unless otherwise expressly agreed in writing. If Seller is required to pay any such taxes or charges on Buyer's behalf, Buyer shall reimburse Seller accordingly.

Freight and transportation-related charges may be included as a separate line item on Seller's invoice or otherwise reflected in the total invoice amount, unless otherwise agreed in writing.

Seller reserves the right to adjust prices prior to shipment in the event of significant and unforeseen increases in raw material costs, energy, transportation, labor, or other factors beyond Seller's reasonable control. Seller will notify Buyer of any such adjustment. If Buyer does not agree to the adjusted price, Buyer may cancel the affected portion of the order prior to shipment without further obligation, provided written notice is given promptly after receipt of Seller's notice.

Unless expressly agreed in writing, prices do not include training, installation, application support, start-up assistance, or other technical services.

4. Payment Terms; No Withholding or Set-Off

Unless otherwise stated in the Contract Documents, invoices are payable within thirty (30) days from the invoice date. Buyer shall not withhold or delay payment of any undisputed amounts or set off any amounts unless expressly agreed in writing by Seller.

Seller may require advance payment or suspend further performance if, in Seller's reasonable judgment, Buyer's financial condition or payment history gives rise to reasonable insecurity. Seller may also demand adequate assurance of performance under applicable law.

5. Security Interest in the Products

To secure payment of the purchase price, Buyer grants Seller a purchase-money security interest in the Products. Buyer agrees to cooperate and execute any documents reasonably required to perfect or enforce such security interest.

6. Interest and Collection Costs

Overdue amounts accrue interest at sixteen percent (16%) per annum or the maximum rate permitted by law. Interest shall accrue from the due date until paid in full.

Buyer shall reimburse Seller for all reasonable collection costs, including attorneys' fees.

7. Default and Seller Remedies

Buyer is in default if it fails to pay any amount when due or breaches these Terms and does not cure such breach within ten (10) days after written notice. Upon default, Seller may suspend deliveries, terminate contracts, declare all amounts immediately due, and enforce its security interest.

8. Insolvency; Adequate Assurance

If Buyer (a) becomes insolvent, (b) files or has filed against it any petition under bankruptcy or insolvency laws, (c) makes an assignment for the benefit of creditors, (d) ceases or threatens to cease doing business in the ordinary course, or (e) Seller reasonably determines that Buyer's financial condition has materially deteriorated, Seller may, without prejudice to any other rights or remedies available under these Terms or applicable law:

- (i) suspend deliveries or performance;
- (ii) require advance payment or other adequate assurance of performance; and/or
- (iii) terminate any affected order or agreement upon written notice.

Seller shall not be liable to Buyer for any loss or damage resulting from such suspension or termination exercised in good faith under this Section.

9. Delivery, Shipping, and Risk of Loss

Delivery dates are estimates only.

Unless otherwise agreed in writing, Seller's delivery obligation is fulfilled when the Products are tendered to the carrier at Seller's facility or warehouse (or made

available for pickup at Seller's facility or warehouse). Risk of loss or damage transfers to Buyer at that time.

Seller may make partial shipments or ship the Products in installments. Each shipment shall be treated as a separate transaction, and payment shall be due accordingly. A delay in one shipment shall not entitle Buyer to cancel or refuse any other shipment.

Seller shall not be responsible for delays occurring after the Products have been delivered to the carrier.

If Seller assists in arranging transportation, such assistance is provided as a service to Buyer. Freight, transportation-related charges, and any insurance costs are the responsibility of Buyer unless otherwise agreed in writing. Buyer is responsible for pursuing any claims with the carrier relating to loss or damage in transit; Seller will provide reasonable assistance upon request.

Title to the Products remains with Seller until full payment has been received.

If Seller's supply of Products is limited due to events beyond Seller's reasonable control, including but not limited to raw material shortages, production interruptions, or other causes, Seller may allocate its available supply among its customers in its sole discretion. Seller shall not be liable for any resulting delay or shortfall.

10. Force Majeure

Seller is not responsible for delays or failure to perform caused by events beyond Seller's reasonable control, including natural disasters, governmental actions, labor disputes, supply shortages, pandemics, or transportation disruptions.

Seller may suspend performance for the duration of the event.

Seller shall use commercially reasonable efforts to resume performance.

11. Notice of Non-Conformity

Buyer shall notify Seller in writing of any alleged defect, shortage, or non-conformity of the Products within twenty (20) days after delivery. The notice must reasonably describe the basis of the claim and identify the affected Products. Seller shall be given a reasonable opportunity to inspect the Products and, if applicable, to cure the non-conformity. Failure to provide timely notice shall constitute final acceptance of the Products and a waiver of any claims related to such defect, shortage, or non-

conformity. The inspection of incoming goods is the responsibility of the Buyer. This means that the Buyer must professionally check the goods for any damage to packaging, etc. upon receipt and immediately inform the seller about this.

12. Time Limitation for Claims

Any action arising out of or relating to the Products or these Terms, whether in contract, warranty, tort, or otherwise, must be commenced within one (1) year from the date the cause of action accrues. Any action not brought within such period shall be permanently barred, to the extent permitted by applicable law.

13. Professional and Industrial Use Only

The Products are intended solely for professional and industrial use. Buyer is responsible for evaluating the Products under its own processing, application, and operating conditions and for determining whether the Products are suitable for Buyer's intended use.

14. Buyer Specifications and Intellectual Property

If Products are manufactured or supplied based on Buyer's designs, specifications, labels, or instructions, Buyer assumes all responsibility and shall indemnify Seller against any claims, including intellectual property claims, arising from such specifications.

15. Limited Product Warranty

Seller warrants that, at the time of delivery, the Products will materially conform to Seller's written specifications, if any, and will be free from material defects in workmanship and materials.

The Products are not intended for consumer, medical, life-support, or safety-critical applications unless expressly approved in writing by Seller.

16. Exclusion of Other Warranties

Except for the limited warranty expressly set forth above, Seller makes no other warranties, express or implied. Seller expressly disclaims all implied warranties, including, without limitation, the implied warranties of merchantability and fitness for a particular purpose. No representation or statement made by Seller or its agents shall create any warranty not expressly set forth herein.

17. Buyer's Exclusive Remedy

If Products do not conform to the limited warranty, Seller's sole obligation, at its option, is to repair or replace the affected Products or to refund the purchase price paid for them. This remedy is exclusive.

18. Third-Party-Products/Services

Seller makes no warranties and assumes no liability for third-party products, packaging, equipment, or services supplied or recommended in connection with the Products.

19. Product Safety and Indemnification

Buyer is solely responsible for safe handling, storage, processing, and use of the Products and shall indemnify Seller against all claims arising from improper use, modification, or resale of the Products.

Seller shall only be liable for direct damages proven in accordance with applicable law.

20. Limitation of Liability

Seller shall not be liable for indirect, incidental, special, or consequential damages, including lost profits or production losses. Seller's total liability for any claim shall not exceed the purchase price paid for the Products giving rise to the claim. The limitations shall apply regardless of the legal theory asserted, unless otherwise mutually agreed in writing.

Seller's limitations of liability, exclusions, and protections under these Terms shall apply equally to Seller's parent companies, affiliates, shareholders, directors, officers, employees, and agents.

21. Returns and Non-Cancellable Products

Returns require Seller's prior written approval. Custom-made or made-to-order Products may not be returned. Seller may charge reasonable handling or restocking fees.

22. Confidential Information

All technical, commercial, or process-related information disclosed by Seller is confidential and may be used solely for purposes related to the Products. Disclosure to third parties requires Seller's prior written consent.

23. Compliance, Safety, and Export Control

Buyer shall comply with all applicable laws and regulations, including safety, environmental, export-control, and sanctions laws. Buyer shall indemnify Seller for any claims arising from Buyer's use, handling, resale, or export of the Products.

24. Assignment

Buyer may not assign its rights or obligations under these Terms without Seller's prior written consent.

25. Survival

The provisions of these Terms which by their nature are intended to survive termination, expiration, or completion of any sale or agreement shall survive, including without limitation provisions relating to payment obligations, interest, collection costs, security interests, warranty limitations, indemnification, limitation of liability, confidentiality, compliance, and governing law.

Termination, expiration, or completion of any transaction shall not relieve either party of obligations that by their nature are intended to survive.

26. Electronic Communications and Signatures

Contracts, notices, approvals, order confirmations, and other communications relating to the Products or these Terms may be transmitted electronically, including by email, PDF transmission, or electronic signature.

Electronic records and signatures shall be considered valid and enforceable to the fullest extent permitted by applicable law. No communication shall be deemed ineffective solely because it is in electronic form.

27. Severability; Waiver; Amendments

If any provision of these Terms is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect. Seller's failure to enforce any right or provision shall not constitute a waiver of such right or provision. Any modification of these Terms must be made in writing and signed by an authorized representative of Seller.

Nothing in these Terms is intended to confer any rights or remedies upon any person or entity other than Seller and Buyer. These Terms are solely for the benefit of Seller and Buyer and shall not be construed to create any third-party beneficiary rights.

Nothing in these Terms creates any agency, partnership, or joint venture between the parties.

28. Governing Law and Jurisdiction

These Terms shall be governed by and construed in accordance with the laws of the State of Florida, without regard to its conflict of laws principles. The United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply. Any legal action arising out of or relating to these Terms or the Products shall be brought exclusively in the state or federal courts located in Florida, and the parties hereby consent to such jurisdiction and venue.