



TERMS AND CONDITIONS OF SALE

1. Application

All orders incorporate these terms and conditions of sale ("Sales T&Cs") and the placing of an order with Sika Australia Pty Limited (ABN 12 001 342 329 (Company)) is deemed to be acceptance of these Sales T&Cs by the customer (Customer).

2. Variations and Deemed Acceptance of Variations

No variation is binding unless accepted by two authorised officers of the Company in writing. Notwithstanding anything to the contrary in these Sales T&Cs: (a) the Company reserves the right to vary the order or contract by written notice to the Customer at anytime prior to the relevant Goods being delivered to, or collected by or on behalf of, the Customer; and (b) in that case, the Customer has 10 days from the date of receipt of the Company's written notice to notify the Company in writing whether it accepts or rejects the variation, failing which it is deemed to have accepted the variation.

3. Goods and Services

Wherever "Goods" is referred to this includes any services the Company has agreed to provide to the Customer.

4. Orders, Quotations and Price List

Company quotations and price lists are not an offer by the Company. All orders are only binding once they are accepted by the Company (which may be done in writing, verbally or by the Company commencing to fulfil the order).

5. Prices, GST and Terms of Payment

Prices quoted are strictly net of tax, surcharges, freight, insurance and packaging. All amounts are expressed to be exclusive of any goods and services tax (GST). If GST applies, then the price is to be increased by the amount of GST. Unless otherwise agreed with or approved by the Company in writing, or notified by the Company to the Customer, all invoices are payable within 30 days from the date of the invoice

6. Risk and Title

Notwithstanding that risk in the Goods passes to the Customer upon the earlier of delivery to, or collection by or on behalf of, the Customer, title to the Goods remains with the Company until all moneys owing by the Customer to the Company for the Goods have been paid in full.

7. Security Interest

The Customer agrees that the Company's interest in the Goods provided for by the transaction(s) contemplated by these Sales T&Cs and any relevant contract and/or order arising in respect of same is a Security Interest (and the Company may register that Security Interest), and secures the payment of all monies owing by the Customer under the relevant transaction, contract and/or order. The Security Interest extends to all proceeds of the Goods and is effective and attaches to the Goods immediately after the Customer acquires any right or interest in the Goods. In respect of the Personal Property Securities Act 2009 (Cth) and the regulations thereunder, the relevant transaction, contract and/or order and all quotations and invoices issued to the Customer applicable to same constitute a "security agreement" for the purposes of that legislation and the term "Security Interest" has the same meaning as that term has in that legislation.

8. Warranties, Exclusions and Limitations of Liability

To the fullest extent permitted by law: (a) for a period not exceeding (12) months from the date of delivery of the Goods, or the expiration of the shelf life of the Goods as shown in the respective product data sheet, whichever occurs earlier, the only conditions and warranties which are binding on the Company in respect of the state, quality, characteristics or condition (including as to fitness for purpose) of the Goods supplied by it to the Customer are those specifically referred to in the relevant product data sheet issued by the Company and those under the Australian Consumer Law to the extent that they cannot be modified or excluded under these Sales T&Cs; (b) the Customer warrants that it will use the Goods in compliance with the terms of the relevant product data sheet issued by the Company; (c) notwithstanding anything to the contrary in these Sales T&Cs or in any relevant contract or order, irrespective of the circumstances or the legal basis of any claim, including but not limited to contract, tort (including negligence), indemnity, warranty, strict liability or otherwise, the Company's liability shall be limited as follows: (i) the Company shall not be liable for any loss of profit, opportunity, revenue, savings, bargain or business, loss or interruption of production, delay damages, cost of capital or purchase

of replacement product, damage to goodwill or reputation, and any consequential, special, incidental or other indirect loss or damage of any kind, or for any exemplary or punitive damages, irrespective of whether or not the Company was made aware of the possibility of such loss or damage; and (ii) the Company's total liability under these Sales T&Cs or any relevant contract or order shall not exceed the amount paid or payable (as the case may be) by the Customer to the Company for the Goods to which the claim relates. However, despite sub-clauses (i) and (ii), if Schedule 2 of the Competition and Consumer Act 2010 (Cth) (Australian Consumer Law) applies to the Goods, then the Company's liability for consequential loss or damage and the Company's total liability are subject to the provisions of the Australian Consumer Law to the extent that they cannot be excluded or modified. In addition, the exclusions and limitations in this sub-clause (c) shall not apply if and to the extent the Company is liable for gross negligence or wilful misconduct, or for bodily injury or death of any person. For clarity, this clause (8) also applies to any separate warranty document that the Company may provide to the Customer; (d) any drawings, descriptions, weights or dimensions given by or on behalf of the Company are approximate only and intended merely as a general guide and the Company will not be liable for any error or omission therein or for any reliance upon same; (e) if the Company agrees to repair or replace the Goods it is conditional on the Customer having complied with all instructions given by the Company concerning the manner in which the Goods should be used; and (f) all implied warranties, terms and conditions including those arising from use, trade or custom are hereby excluded.

9. Intellectual Property

All intellectual property rights of every kind in respect of the Goods remain the sole property of the Company and the Customer receives no right, title or interest in same.

10. Delivery and Delivery Charges

Subject to these Sales T&Cs, delivery will be made EXW Incoterms 2020. The Company may apply a delivery charge depending on the quantity of Goods and freight distance in its discretion. All delivery dates are approximate only and the Company is not liable for any delay in delivery for any reason. The Customer cannot cancel any order or refuse to accept delivery arising from any delay in delivery.

11. Inspection and Acceptance

The Customer is deemed to have inspected the Goods and accept they meet all statutory and contractual requirements unless the Customer has given prompt written notice of a claim to the contrary to the Company, but not exceeding 7 days after the date of delivery or collection of the Goods as the case may be.

12. Packing and Extra Charges

All containers mentioned in the Company's price list are standard Company sizes, free of extra charge and non-returnable. If the Company agrees to provide any special or other packaging then additional fees will apply as advised by the Company.

13. Sale of Goods Act

To the fullest extent permitted by law, the United Nations Convention on Contracts for the International Sale of Goods including under the Sale of Goods (Vienna Convention) Act 1986 (NSW) is hereby excluded

14. Return of Goods and Extra Charges

To the fullest extent permitted by law (but subject to any provisions of the Australian Consumer Law that cannot be modified or contracted out of): (a) the Company will not accept the return of Goods supplied against orders except where (i) it is made in accordance with these Sales T&Cs, where required by law, or by prior written agreement (ii) the Company receives the Goods from the Customer within 30 days after the time risk passed to the Customer and (iii) the Goods are received by the Company in good and saleable condition; (b) all Goods that are powder products are non-returnable; (c) any return must be freight/cartage prepaid by the Customer; and (d) the Company reserves the right to make a restocking charge for the Goods returned (up to a maximum of 20% of the contract price applicable to same) which may be deducted from any credit or refund given.

15. Resale Terms

These Sales T&Cs and any warranties given by the Company are personal to the Customer and cannot be assigned or novated in favour of any third party without the prior written consent of the Company.

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16. Trade Prohibitions and Sanctions

The Customer represents and warrants that it is not: (a) directly or indirectly subject to any sanctions by any country or supra-national body (including, without limitation, any specially designated party by the Office of Foreign Assets Control under the law of the United States of America), is not listed on any corresponding European Union or United Nations sanctions list, and is otherwise not subject to any sanctions administered or enforced by any other relevant sanctions authority (collectively, "Sanctions"); and (b) located, organised or resided in a country or territory that is the subject of Sanctions (including, without limitation, Burma/ Myanmar, Cuba, Iran, North Korea, Sudan and Syria). If the Customer is or becomes subject to any Sanctions, or if there is a risk of so-called secondary sanctions for the Company or any of the Company's affiliates or associated entities, then this shall be treated as a force majeure event and the Company may immediately stop providing Goods and may cancel any contract and/or order without being in breach of same or having any other liability arising from or relating to same.

17. Force Majeure

If the Company is partially or wholly delayed, hindered or prevented from supplying the Goods arising from or relating to an event beyond the Company's reasonable control (including, without limitation, pandemics, epidemics, riots, wars, and acts of God), the Company may cancel or suspend the relevant order and/or contract without incurring any liability to the Customer for any loss or damage arising from or relating to same.

18. Legal Construction

These Sales T&Cs and any contract incorporating same are all governed by and interpreted according to the laws of New South Wales and the Company and the Customer consent and submit to the jurisdiction of the Courts of New South Wales and of the Commonwealth of Australia. To the fullest extent permitted by law, the laws and Courts of any other Australian State or Territory do not apply to these Sales T&Cs or to any contract incorporating same, and this applies irrespective of where that contract was entered into.

19. Dispute Resolution

Any dispute arising out of or in connection with these Sales T&Cs, any relevant contract or order shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one arbitrator appointed in accordance with the said Rules. The seat of the arbitration tribunal shall be Sydney, NSW, Australia, and the proceedings shall be conducted in the English language. For clarity, this clause does not prevent the Company or the Customer from seeking injunctive or other interlocutory relief from a court of competent jurisdiction.

20. Extent of Conditions and Interpretation

These Sales T&Cs supersede and prevail over any terms or conditions imposed or sought to be imposed by the Customer at any time in relation to any contract or order. The Customer agrees that it has not relied upon any representations made by or on behalf of the Company except as expressly included in these Sales T&Cs or the relevant contract. If any part of these Sales T&Cs is unenforceable in part or whole then it is to be severed to the extent of the unenforceability without affecting the remainder of these Sales T&Cs. Unless the context otherwise requires, the words "includes" or "including" are not words of limitation.

21. Indemnity and Legal Costs

To the fullest extent permitted by law, the Customer indemnifies the Company from and against all claims, suits, proceedings, actions, demands, litigation, judgments, losses, costs (including, without limitation, all legal costs and disbursements on the higher of a solicitor/own client or full indemnity basis), damages, interest, charges, expenses and all other liabilities of every kind, suffered or incurred by the Company arising from or relating to any breach of, or default under, these Sales T&Cs by the Customer.

22. Interest

To the fullest extent permitted by law, the Customer must pay to the Company interest on all overdue monies at the general interest charge (GIC) rate as published by the Australian Taxation Office for the relevant period of time, calculated daily on the relevant unpaid amount.

Sika Australia Pty Ltd office

New South Wales

122 Newton Road
Wetherill Park
NSW 2164

Locked Bag 482
Wetherill Park
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Queensland

30 Parker Court
Pinkenba
QLD 4008

Victoria & Tasmania

33 Fiveways Blvd.
Keysborough
VIC 3173

Western Australia

61 Bushland Ridge
Bibra Lake
WA 6155

South Australia

28 Kenworth Road
Gepps Cross
SA 5094

Original Credit Application forms must be returned to Sika Australia Pty Ltd office in your state (addresses are shown above)