

TERMS AND CONDITIONS OF SALE

1. **CONDITIONS OF SALE:** This Quotation is subject to the terms and conditions described herein and supersedes the Purchaser's Specification and/or Purchase Order and any provision in the Vendor's forms, letters, papers or other documents including, but not limited to, any laboratory test data or results issued by the Vendor. No modifications or additions to these Terms and Conditions will be recognized by the Vendor unless specifically agreed to in writing by the Vendor.
2. **ACCEPTANCE:** By virtue of the Purchaser issuing an order for the Product in accordance with this Quotation, the Purchaser also accepts these Terms and Conditions as part of the order.
3. **WARRANTY:** The Vendor warrants that the Product will conform to the typical chemical properties stated by the Vendor in the specification sheet (the "Specification Sheet") provided to the Purchaser by the Vendor (the "Chemical Properties Warranty"). The Chemical Properties Warranty shall be in effect for a period of six (6) months from the date that the Purchaser issues an order in relation to this Quotation, provided however that the Chemical Properties Warranty shall terminate immediately if the Purchaser fails to store and handle the Product in accordance with the Specification Sheet provided to the Purchaser by the Vendor and, in any event, the Chemical Properties Warranty shall terminate immediately after the expiration of the said six (6) month period.

The Vendor warrants that the physical properties of the Product will conform to the typical values stated by the Vendor in the Specification Sheet provided to the Purchaser by the Vendor (the "Physical Properties Warranty"). The Physical Properties Warranty shall be in effect for a period of one (1) year from the date that the Purchaser issues an order in relation to this Quotation, provided however that the Physical Properties Warranty shall terminate immediately if the Purchaser fails to mix the Product in accordance with the Specification Sheet provided to the Purchaser by the Vendor, and, in any event, the Physical Properties Warranty shall terminate immediately after the expiration of the said one (1) year period; and provided that such warranty shall not extend to damage caused in whole or in part by casualty, ordinary wear and tear, abuse, use for which the Product is not designed, faulty construction of building walls, failure of any contractor to adhere to specifications, separation of the concrete slab and excessive dryness or excessive moisture from humidity, spillage, mechanical failure, migration through the slab or wall or any other source.

UNLESS OTHERWISE SPECIFIED IN WRITING HEREIN, THERE ARE NO REPRESENTATIONS, WARRANTIES OR CONDITIONS, EXPRESSED OR IMPLIED, STATUTORY OR OTHERWISE, AND, WITHOUT LIMITING THE GENERALITY OF THE ABOVE, THERE ARE NO EXPRESS OR IMPLIED REPRESENTATIONS, CONDITIONS OR WARRANTIES CONCERNING THE QUALITY OF THE PRODUCT OR THAT ANY SUCH PRODUCT WILL BE FIT FOR ANY PARTICULAR PURPOSE OF THE PURCHASER OTHER THAN AS EXPRESSLY SPECIFIED IN WRITING HEREIN.

In the event that a breach of the Chemical Properties Warranty or the Physical Properties Warranty is alleged by the Purchaser, the existence or non-existence of the alleged breach shall be determined solely by reference to a sample of the Product existing at the laboratory of the Vendor (the "Vendor Sample"). The Vendor Sample shall be retained by the Vendor prior to the delivery of the Product to the Purchaser and shall be stored at the Vendor's laboratory for a period of not less than one (1) year after the date of delivery.

Subject to Paragraph 4 hereof, in the event that the Chemical Properties Warranty or the Physical Properties Warranty is breached by the Vendor, the liability of the Vendor shall be limited to the cost of the replacement of the Product, or that portion of the Product, that is shown by the Purchaser to be in breach of either the Chemical Properties Warranty or the Physical Properties Warranty.

4. **DAMAGES:** Under no circumstances shall the Vendor be liable for incidental, special, consequential, or indirect damages, including, but not limited to, claims by or payments to customers, suppliers or other parties who have a relationship with the Purchaser. This disclaimer applies to damages based upon any cause of action whatever asserted against the Vendor including causes of action arising out of any use or handling of the Product, breach of warranty, express or implied, guarantee, product liability, negligence, tort or any other cause pertaining to the performance or non-performance of this Quotation by the Vendor and the Purchaser hereby waives any right to claim punitive, aggravated or exemplary damages with respect to a breach of this Quotation or the performance or non-performance of the Product, and whether such claim is founded in contract, tort or otherwise.

In no event will the Vendor's maximum liability to the Purchaser in connection with this Quotation or the Product exceed the amount of the purchase price paid to the Vendor for the Product provided hereunder.

5. **INTELLECTUAL PROPERTY:** No statements or recommendations contained herein or otherwise conveyed by the Vendor are to be construed as inducements to infringe any relevant patent, now or hereafter in existence.
6. **TECHNICAL ADVICE:** UNLESS OTHERWISE SPECIFIED IN WRITING HEREIN, ANY TECHNICAL ADVICE, INCLUDING, BUT NOT LIMITED TO, TECHNICAL ADVICE CONTAINED IN INSTALLATION GUIDELINES AND SPECIFICATION SHEETS, FURNISHED BY THE VENDOR SHALL NOT CONSTITUTE A WARRANTY, WHICH IS EXPRESSLY DISCLAIMED, ALL SUCH ADVICE BEING GIVEN AND ACCEPTED AT THE PURCHASER'S RISK.
7. **WARNING:** Without limiting the generality of the foregoing, the buyer acknowledges that this material is not intended for use in products which cause prolonged contact with mucous membranes or abraded skin or implantation within the human body and the Vendor assumes no liability for such use.
8. **CANCELLATION AND DELAY:** Any order for Product issued by the Purchaser in connection with this Quotation shall not be subject to cancellation or delay by the Purchaser except with the written consent of the Vendor. Any cancellation of such order by the Purchaser is subject to a cancellation charge of 25% of the total price of the Quotation, plus the Vendor's actual expenses to which the Vendor has become committed for fulfillment of the order before notice of cancellation is received including, but not limited to, any shipping or transportation expenses incurred by the Vendor as a result of the Purchaser's order.
9. **PROPRIETARY INFORMATION:** Any information furnished by the Vendor to the Purchaser relating to this Quotation or any order for the Product by the Purchaser shall be confidential unless otherwise agreed to by the Vendor in a separate written agreement and, without limited the generality of the foregoing, all information relating to the composition of the Product shall be held in strict confidence by the Purchaser.