

sia Abrasives, Inc. USA Standard Terms & Conditions of Sale

Last Updated: March 25, 2021

1. DEFINITIONS AND SCOPE.

1.1 Definitions. In these Standard Terms (as defined below), “**sia Abrasives**” means sia Abrasives, Inc. USA, and “**Customer**” means you, the customer to whom sia Abrasives is providing Products (as each such term is defined below) subject to these Standard Terms. sia Abrasives and Customer are collectively referred to herein as the “**Parties**” and individually, a “**Party**”. In addition to the terms defined in these Standard Terms, the following terms have the following meanings:

“**Affiliate**” means an entity that directly or indirectly controls, is controlled by or is under common control with a Party and as used herein, “**control**”, “**controls**” or “**controlled**” means: (a) fifty percent (50%) or more ownership or beneficial interest of income or capital of such entity; (b) ownership of at least fifty percent (50%) of the voting power or voting equity; or (c) the ability to otherwise direct or share management policies of such entity.

“**Customer Data**” means all data, information or other content and materials transmitted or provided to sia Abrasives by Customer or a third party on behalf of Customer.

“**Documentation**” means all sia Abrasives user guides and instruction manuals published and made available by sia Abrasives to Customer in writing that relate to the performance conditions and limitations, installation requirements, use limitations and maintenance of the Products.

“**Law**” means (a) any and all laws, statutes, regulations, ordinances, or subordinate legislation in force from time to time to which a Party is subject; (b) the common law; (c) any and all court orders, judgments, or decrees that are binding on a Party; and (d) any and all directives, policies, rules, or orders that are binding on a Party and that is made or given by a regulator, or other government or government agency, of, in the case of items (a) - (d) above, any country, or other national, federal, commonwealth, state, provincial, or local jurisdiction.

“**Malicious Code**” means code, files, scripts, agents or programs intended to cause undesired effects, harm or damage, including, for example, viruses, worms, time bombs and trojan horses.

“**Personal Data**” means any information relating to (a) any identified or identifiable natural person, and, (b) identified or identifiable legal entity (where such information is protected similarly as personal data or personally identifiable information under applicable data privacy Laws), where for each (a) or (b), such data is Customer Data.

“**Process**”, “**Processing**”, and “**Processed**” means any operation or set of operations performed upon Customer Data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, erasure or destruction.

“**Product**” means any product, hardware, or equipment, provided by sia Abrasives to Customer and identified in the applicable Quotation or Purchase Order.

“**Prototype**” means an early version or model of a Product, not otherwise available to customers, developed and delivered to Customer by sia Abrasives solely for evaluation purposes. Prototype includes, but is not limited to, prototype components and pre-production samples, but excludes all Intellectual Property Rights (as defined below) embodied in the Prototype, unless otherwise mutually agreed to in writing by sia Abrasives and Customer.

“**Purchase Order**” means an ordering document issued by Customer to sia Abrasives that specifies the Product.

“**Quotation**” means a quotation for Products issued to Customer by sia Abrasives which is subject to these Standard Terms.

“**Third Party Providers**” means any and all licensors, suppliers, service providers and subcontractors of sia Abrasives or its Affiliates.

1.2 Scope of Agreement; Order of Precedence. Sales of Products by sia Abrasives to Customer are expressly subject to and conditioned upon the terms and conditions contained in these Standard Terms & Conditions of Sale, which include any provisions made available by sia Abrasives via a hyperlink herein, and any terms set forth in the Quotation, if

any, which collectively constitute a sales agreement entered into between sia Abrasives and Customer (collectively, “**Standard Terms**”). If sia Abrasives and Customer have explicitly agreed in writing via a signed agreement, to terms and conditions applicable to the sale of Product in exception or addition to these Standard Terms, then those terms and conditions (“**Independent Agreement**”) will apply to the sale of Product. In the event of a conflict, (a) the terms of the Independent Agreement will take precedence over any Quotation, these Standard Terms or any Purchase Order; (b) the terms of a Quotation shall take precedence over these Standard Terms or any Purchase Order; and (c) these Standard Terms shall take precedence over any Purchase Order.

2. ORDERS; CANCELLATION AND CHANGES.

2.1 Purchase Order. sia Abrasives’s acceptance of any offer or Purchase Order from Customer is expressly conditioned on Customer’s consent to these Standard Terms, which are part of and incorporated in any Purchase Order, irrespective of whether the Purchase Order references these Standard Terms. Any additional or different terms or conditions set forth by Customer, whether in a Purchase Order or another communication, are expressly objected to and rejected and will not be binding on sia Abrasives, unless expressly agreed to in writing by an authorized representative of sia Abrasives. Customer’s issuance of a Purchase Order or acceptance of the Products when delivered will be deemed conclusive evidence of, and constitutes Customer’s acceptance of and assent to sia Abrasives’ Order Acknowledgment (as defined below), if any, and these Standard Terms. Customer’s acceptance of any offer (or counter-offer) by sia Abrasives is limited to these Standard Terms. sia Abrasives may reject a Purchase Order in whole or in part for any lawful reason in its sole discretion. A Purchase Order will be deemed accepted by sia Abrasives upon sia Abrasives issuing a written order confirmation (“**Order Acknowledgment**”). No Purchase Order will be binding upon sia Abrasives until accepted by sia Abrasives. Purchase Orders must have a minimum value of \$100.00 list to a single destination. Individual Products may also be subject to minimum order quantities and/or standard order increments – see the current sia Abrasives Price List for details. If a line item on a Purchase Order does not meet the such minimum order quantities and/or standard order increments, the line item will be rounded upward to the nearest minimum order quantity or standard order increment, as the case may be, and such “rounded up” quantity shall be deemed to be automatically accepted and binding on Customer.

2.2 Cancellations/Changes by Customer. Customer may cancel a Purchase Order or accepted Quotation (a) for standard Products by providing sia Abrasives written notice before the applicable Products have been picked for shipment, and (b) for made-to-order Products by providing sia Abrasives written notice before manufacturing of the applicable made-to-order Products has begun. No cancellations of a Purchase Order or accepted Quotation after the applicable time listed in the previous sentence, or changes to the Purchase Order at any time, by Customer will be effective without sia Abrasives’ prior written consent. Without such required consent, a cancellation of or change to the Purchase Order will entitle sia Abrasives to all remedies available by law or equity including, but not limited to, cancellation costs or increased prices. Customer shall indemnify sia Abrasives against any loss, damage, or expense incurred by sia Abrasives in relation to any cancellation or change of the Purchase Order by Customer in violation of this [Section 2.2](#).

2.3 Cancellations/Changes by sia Abrasives. sia Abrasives may cancel a Purchase Order or require full or partial early payment if: (a) the solvency or operation of Customer is in question, (b) Customer becomes the subject of any bankruptcy proceedings, (c) there is an appointment of a trustee or receiver for Customer, or (d) Customer makes an assignment or other arrangement for the benefit of its creditors.

2.4 Special Requests. Upon Customer request, sia Abrasives may agree in writing to maintain a specified amount of select Product(s) in inventory for specific Customer business (“Special Request Product”). Unless otherwise agreed in writing by sia Abrasives, Customer shall place Purchase Orders with future release dates for all Special Request Product brought into inventory for Customer. Customer is responsible for all requested Special Request Product inventory and agrees to provide a Purchase Order for any remaining inventory for such Special Request Product(s) if said Special Request Product(s) are no longer needed or if not used within 90 days of sia Abrasives bringing such Product(s) into inventory. If Customer does not provide a Purchase Order for any remaining inventory of Special Request Product within 90 days of sia Abrasives bringing such Special Request Product into inventory, sia Abrasives is thereby authorized to ship such remaining inventory of Special Request Product and invoice Customer accordingly without a corresponding Purchase Order.

3. PRICES, PAYMENT TERMS AND TAXES.

3.1 Pricing. Customer shall pay sia Abrasives according to the pricing set forth in the current sia Abrasives Product Catalogue, as the same may be updated from time to time or, to the extent applicable, the applicable accepted Quotation. All prices are quoted in USD and are subject to the delivery terms defined in [Section 4](#) below. All prices are subject to adjustment by sia Abrasives at any time without notice, provided that all Quotations are firm for 30 days only. Unless

otherwise expressly provided in these Standard Terms, fees paid are non-refundable. Deviation from pricing set forth in the current sia Abrasives Product Catalogue may result in a change of terms and conditions.

3.2 Invoicing. Unless otherwise agreed upon between the Parties in writing or specified in the Quotation, sia Abrasives shall invoice Customer for the price of the Products on or at any time after sia Abrasives ships the Products. Any invoice errors must be disputed in writing by Customer within thirty (30) days of the invoice date, and are subject to correction by sia Abrasives. Unless otherwise specified in the Quotation, all remittances must be in a single payment in the full amount of the invoices (adjusted for any debit memos) and must be in accordance with the following requirements: (a) wire or electronic fund transfer (referencing the invoice number) and Customer must be the originator of the wire; (b) Customer company check (drawn on company account with company name and sent to location specified on the invoice); or (c) irrevocable letter of credit (referencing invoice number). Third-party checks, bank checks and foreign drafts will be accepted only if approved in advance in writing by an authorized representative of sia Abrasives and must have accompanying documentation that references invoices being paid.

3.3 Payment Terms. Unless otherwise agreed upon between the Parties in writing or specified in the Quotation, Customer shall pay sia Abrasives for Products as invoiced by sia Abrasives within thirty (30) days from date of invoice, without offset, counterclaim, holdback, deduction, or discount for early payment. Customer's failure to pay any undisputed amount when due will be deemed a material breach of these Standard Terms. Undisputed past due amounts will be subject to the maximum legal rate of interest or one and one-half percent (1.5%) per month, whichever is less. Customer shall pay all costs and expenses incurred by sia Abrasives as a result of non-payment or delinquent payment by Customer, including without limitation collection costs, interest, and reasonable attorneys' fees. When requested by sia Abrasives, Customer must promptly provide sia Abrasives its most current financial statement information. If Customer defaults on any payment obligation to sia Abrasives, or fails to meet sia Abrasives's minimum credit standards, or if sia Abrasives has reasonable doubt as to Customer's credit worthiness, sia Abrasives may in its sole discretion take any of the following actions: (a) refuse, alter or suspend credit terms; (b) require payment by cash in advance or on delivery; (c) suspend production or shipment of the Products; (d) request adequate assurance; and/or (e) pursue any remedies available at law or equity available to sia Abrasives. If Customer becomes delinquent in payment on any sia Abrasives invoice or refuses to accept shipments in accordance these Standard Terms, sia Abrasives will have the right, in addition to all other available rights and remedies, to suspend performance, cancel any or all Purchase Orders, withhold further deliveries, and declare all unpaid amounts for Products previously delivered immediately due and payable. Customer also agrees to pay reasonable collection and attorney fees on all accounts placed for collection. sia Abrasives may cancel or modify Customer's credit terms at any time.

3.4 Quantity Variations. Due to the impossibility of predicting the quantity of Products that will be lost or gained in processing operations when sia Abrasives is delivering non-stock (i.e., make-to-order) Products, Customer agrees that payment will be made of quantities delivered and that sia Abrasives may deliver quantities that vary within plus or minus 10% of the quantity set forth on the applicable Purchase Order.

3.5 Set-Off. Customer may not set-off or recoup any amounts due (or that may become due), or are allegedly due from sia Abrasives (or a sia Abrasives Affiliate) to Customer, from its debts or amounts due to sia Abrasives (or a sia Abrasives Affiliate) however and whenever arising.

3.6 Taxes. sia Abrasives's pricing excludes all sales, use, occupation, license excise, value-added, and other similar taxes, charges and duties (including import and export duties), all of which shall be paid by Customer, unless otherwise agreed and specified in writing. Customer will be solely responsible for all taxes imposed on Customer based upon applicable governing Law. sia Abrasives agrees that no tax for which a valid exemption exists, based upon applicable governing laws, will be included in the pricing, nor subsequently charged. In order for valid sales and use tax exemptions to exist, Customer agrees to properly document and provide sia Abrasives with applicable sales and use tax exemption certificates when requested by sia Abrasives. Each payment to sia Abrasives shall be made without withholding for any taxes, unless required by Law. Customer shall inform sia Abrasives of any withholding tax obligation on payments due to sia Abrasives under any invoice as soon as Customer becomes aware of such withholding tax obligation. If sia Abrasives believes that it is eligible for exemption from, or reduction of, any U.S. withholding tax (or other withholding or similar tax of one or more other jurisdictions), sia Abrasives shall deliver to Customer a completed, duly executed IRS Form W-9 or Form W-8 (or other appropriate form of all applicable jurisdictions as required under the Law of all applicable jurisdictions) valid through the date of payment. Customer shall pay any withholding tax not eliminated or reduced to the relevant taxing authority. Customer shall promptly deliver to sia Abrasives a certificate evidencing the payment of any such withholding tax. Each Party will solely be responsible for its applicable tax administration based upon the legal responsibility of the tax per applicable Law.

3.7 Security Interest in Stock Products. Customer hereby grants to sia Abrasives and sia Abrasives reserves, a purchase money security interest in all present and future stock Products sold or delivered by sia Abrasives to Customer under these Standard Terms, and all profits and proceeds arising from or related to such stock Products. Any such security interest shall be satisfied by payment in full of the invoiced amount. Customer must, on request from sia Abrasives, execute promptly any documents and perform any other acts, at Customer's sole expense, that sia Abrasives considers necessary or advisable to confirm, continue and/or perfect the security interests granted under these Standard Terms. Customer irrevocably authorizes sia Abrasives to execute and file any financing statements covering all stock Products subject to the security interest granted under these Standards Terms & Conditions of Sale. Notwithstanding the foregoing, a copy of the sale or channel agreement may be filed on behalf of sia Abrasives with the appropriate authorities at any time as and for a financing statement. For avoidance of doubt, this Section 3.7 shall not apply with respect to non-stock (make to order) Products.

4. PACKAGING, DELIVERY AND RISK OF LOSS.

4.1 Packaging; Freight. Unless otherwise agreed upon between the Parties in writing or specified in the Quotation, standard packaging for United States domestic shipment is included in the agreed price. When special domestic or export packaging is requested, Customer will be charged for any additional expenses.

4.2 Delivery Terms. All delivery dates are estimates only. Sia Abrasives's only obligation with respect to delivery dates is to make reasonable efforts to meet such delivery dates. Unless otherwise specified, standard Products and made-to-order Products ordered on the same Purchase Order will ship together with typical custom order lead times (such lead times can be provided by sia Abrasives upon request). If standard Products are required to ship within 24 hours, they should be placed on a separate Purchase order from any made-to-order Products. Unless otherwise agreed upon between the Parties in writing or specified in the Quotation, all shipping will be FCA sia Abrasives-named address (Incoterms 2010). Partial deliveries are permitted. Sia Abrasives may deliver Products in advance of the delivery schedule. If, for whatever reason, sia Abrasives experiences Product shortages, sia Abrasives may hold or allocate Products among its customers as sia Abrasives considers appropriate. On Purchase Orders of \$1,000.00 or more by industrial or automotive distributor Customers, sia Abrasives will ship such Customer's single order free of charge by any means of transportation or routing designated by sia Abrasives to one destination in the continental United States; if Customer requires a more expensive means of transportation or routing, Customer shall bear any additional expenses thus incurred. On all other Purchase Orders under \$1,000.00, shipping UPS, RPS or courier, freight and handling charges will be added to the invoice.

4.3 Risk of Loss – Delivery. Risk of loss and title to the Products will transfer upon shipment of the Products notwithstanding arrangements for delivery and payment of freight. Notwithstanding the applicable delivery terms, sia Abrasives will not be liable for any delays, breakage, loss or damage after having made delivery to the first transportation carrier. All claims for loss or damage in transit are to be made by the party arranging for shipment directly to the transportation carrier and the appropriate insurance carrier, if any, for such shipment. No deductions of any kind from the invoice amount shall be made.

4.4 Inspection and Acceptance. Customer will inspect the Products within a reasonable period after Customer's receipt of the Products, such inspection not to exceed five (5) business days after the date of receipt ("**Product Acceptance Period**"). The shipping carrier's records shall be deemed conclusive evidence of Customer's date of receipt of any shipment. Products will be deemed accepted unless sia Abrasives receives written notice of rejection from Customer, explaining the basis for rejection within the Product Acceptance Period ("**Acceptance**"). Rejection may be based solely upon the failure of the Products to conform to the Purchase Order. All claims not made by Customer in writing as specified above and received by sia Abrasives within the Product Acceptance Period will be deemed waived. Upon receipt of Customer's written notice, sia Abrasives will have the opportunity to inspect, evaluate and test the Product at Customer's premises or require Customer to send the Product or adequate samples thereof to sia Abrasives or to a person designated by sia Abrasives for inspection, evaluation and testing. No Product shall be returned to sia Abrasives without sia Abrasives's prior written consent. No inspection or any other actions by third-parties are authorized or will be paid for by sia Abrasives without sia Abrasives's prior written consent. sia Abrasives assumes shipping costs in an amount not to exceed normal surface shipping charges to sia Abrasives's designated facility for the return of properly rejected Products. The party initiating shipment will bear the risk of loss or damage to the Products in transit. Customer's sole and exclusive remedy, and the entire liability of sia Abrasives and its Third Party Providers for any rightful rejection of the Product during the Product Acceptance Period is, at sia Abrasives's sole option and expense, (a) the replacement of the Product; or (b) a credit equal to the purchase price of the Product in lieu of any obligation to repair or replace Products under this Subsection 4.4. If sia Abrasives reasonably determines that rejection was improper, Customer will be responsible for all expenses incurred by sia Abrasives arising from the improper rejection.

5. RETURN OF GOODS.

Customer shall request written consent from sia Abrasives (in the form of an RGA) in the case of a return of Product(s). sia Abrasives will not accept returns of standard Product without prior written consent; made-to-order Products may not be returned under any circumstances (subject to remedy for failure of the warranty set forth in Section 6.1, in which case sia Abrasives may require a partial or full return, depending on the case, in its sole and absolute discretion). Standard Products are only returnable within 90 days of invoice date. All authorized Product returns are subject to a 20% restocking fee. Authorization to return Product may be withheld by sia Abrasives in its reasonable discretion based upon ability to resell, condition or obsolescence.

6. LIMITED WARRANTY.

6.1 Product Warranty. Sia Abrasives warrants that Products will be free from material defects in material and workmanship at the time of delivery to Customer. Customer's sole remedy for defective products shall be replacement (and in sia Abrasives' sole and absolute discretion, return) of the defective Product. All claims for defective Products must be made by Customer to sia Abrasives within ninety (90) days of Customer's receipt of shipment.

6.2 Outside Warranty and Liability. Customer expressly acknowledges that sia Abrasives is not responsible or liable for: (a) products, components or systems that sia Abrasives has not supplied; (b) products or components originating from third parties that are supplied by sia Abrasives under or at the direction of Customer; (c) any end product in which the Products are installed or incorporated as a component or subpart; or (d) conditions, changes, alterations, additions or applications to or for Products, unless made or specifically authorized in writing by sia Abrasives; or (e) any warranty offered by Customer which varies in any way from sia Abrasives' warranty as described in Section 6.1. sia Abrasives shall have no liability, obligation or responsibility for components and systems over which sia Abrasives has no control.

6.3 Other Limited Warranties and No Other Warranties. EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 6, SIA ABRASIVES MAKES NO OTHER WARRANTY OR REPRESENTATION TO CUSTOMER, EITHER EXPRESS OR IMPLIED, AND TO THE FULLEST EXTENT PERMITTED BY LAW, SIA ABRASIVES SPECIFICALLY AND EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, ANY OTHER WARRANTIES ARISING FROM OR OUT OF ANY COURSE OF DEALING, USAGE OF TRADE, SPECIFICATION, PROPOSAL, PERFORMANCE OR CUSTOM, AND ANY STATUTORY WARRANTY ON HIDDEN OR LATENT DEFECTS.

6.4 Exclusive Remedy. EXCEPT AS OTHERWISE REQUIRED BY APPLICABLE LAW, THIS SECTION 6 PROVIDES CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES FOR ALL CLAIMS, DAMAGES, LOSS OR INJURIES (WHETHER DIRECT, INDIRECT, EXEMPLARY, SPECIAL, PUNITIVE, CONSEQUENTIAL OR INCIDENTAL) BASED ON OR ARISING FROM ANY DEFECT, FAILURE, MALFUNCTION, BREACH OF WARRANTY OR ANY OTHER PERFORMANCE, NONCONFORMANCE OR NONPERFORMANCE OF ANY PRODUCT OR SERVICE, WHETHER THE CLAIM IS IN CONTRACT, EQUITY, INDEMNITY, INFRINGEMENT, WARRANTY, TORT (INCLUDING NEGLIGENCE, STRICT LIABILITY) OR OTHERWISE AND HOWEVER INSTITUTED.

6.5 Customer Warranty. Customer warrants that (a) Customer has the corporate power and authority to enter into, and perform its obligations under these Standard Terms; (b) Customer will not make any false, inaccurate, incomplete representation, advertisement or warranty, whether written or oral, to any third party relating to any Products and that it will not make a statement or reference related to sia Abrasives without sia Abrasives's express written permission.

7. INTELLECTUAL PROPERTY RIGHTS.

7.1 Intellectual Property Rights – Ownership. As between sia Abrasives and Customer, sia Abrasives exclusively owns and shall retain exclusive ownership of all right, title and interest worldwide, including all inventions (whether patented or not), patent applications and disclosures, patents, design rights, copyrights and copyrightable works (including, but not limited to, the right to reproduce and make copies of an original work, the right to prepare derivative works, the right to distribute copies to the public, the right to public performance, the right to public display and the right to public performance of sound recordings), trademark, service marks, trade names, domain name rights, mask work rights, know-how and trade secrets and all other forms of intellectual property and proprietary rights (collectively, "**Intellectual Property Rights**") in and related to: (a) the Products and Prototypes and all updates, modifications, improvements and derivatives thereof; and (b) all other ideas, inventions (whether patentable or not), concepts, designs, methods, processes, software (including source code and object code), data and works of authorship authored, developed, conceived or licensed by sia Abrasives or an Affiliate thereof for or in connection with any Products or Prototypes. Customer shall not use any

trademarks, service marks, trade names or other product designations of sia Abrasives in connection with goods made by Customer with or from Products and any associated packaging, marketing, advertising or other printed documentation related to such goods without the express written approval of sia Abrasives. No rights are granted to Customer hereunder other than as expressly set forth herein, and sia Abrasives (and its licensors, where applicable) reserve all rights not expressly granted herein. Customer shall not itself or assist or instruct others to attempt in any way to reverse engineer, copy/reproduce, decompile, disassemble, translate, fragment parts or otherwise attempt to obtain in any way access to the Prototypes provided by sia Abrasives without prior written consent, except as required in accordance with Section 7.4 below. Unless expressly agreed in writing by sia Abrasives, Prototypes will be treated as Confidential Information as defined in Section 11.

7.2 Third Party Intellectual Property Rights. To the extent the Products or Prototypes contain third party Intellectual Property Rights, sia Abrasives only provides those rights which sia Abrasives has lawfully obtained from such third party.

7.3 License Grant. Subject to Customer's compliance with this Standard Terms, sia Abrasives hereby grants to Customer a limited, non-exclusive license to copy, publish and transmit any Documentation provided to Customer by sia Abrasives with the Product or Prototype solely for Customer's internal business purposes.

7.4 Customer Feedback. If Customer provides any ideas, suggestions or recommendations to sia Abrasives regarding the Products and/or Prototypes ("**Feedback**"), Customer, on behalf of itself and its Affiliates and their customers and end customers, hereby grants to sia Abrasives and its Affiliates a non-exclusive, irrevocable, paid-up, royalty-free, perpetual, worldwide license under and to all of Customer's rights and interests that are incorporated in any Feedback to make, have made, use, sell, offer to sell, import, reproduce, display, perform or distribute any sia Abrasives Products and such Feedback.

8. Customer Data.

8.1 Customer Data. Customer represents and warrants that: (a) all Customer Data it provides to sia Abrasives hereunder is owned by Customer or Customer has the right to provide such Customer Data to sia Abrasives for use by sia Abrasives in connection with these Standard Terms; and (b) any authorized Processing of Customer Data by sia Abrasives does not and will not violate or infringe the intellectual property, privacy or publicity rights of any third party, or any applicable data privacy and security Laws.

8.2 License to Customer Data. Customer hereby grants to sia Abrasives the right to use the Customer Data for the purposes of Processing such Customer Data in conjunction with the Products and/or performing all other obligations of sia Abrasives under these Standard Terms. In addition, Customer hereby grants to sia Abrasives a limited, non-exclusive, perpetual, irrevocable, royalty-free, non-transferable, worldwide license to use, and sublicense to Affiliates, agents, consultants and subcontractors within the same scope, the Customer Data, for the following purposes (a) to improve and enhance the Products and for other development, diagnostic and corrective purposes in connection with the Products; (b) the investigation of any accidents or claims related to a defect, failure, or alleged defect or failure of sia Abrasives's Products; (c) the defense of any claim against sia Abrasives brought by Customer or any third party; and (d) any other purpose as mutually agreed in writing between the Parties.

9. INDEMNIFICATION.

Customer shall, at Customer's sole expense, indemnify, defend and hold sia Abrasives and its Affiliates, and their respective owners, shareholders, members, managers, directors, officers, employees, representatives, agents, subcontractors, contractors, successors and assign (collectively, "**sia Abrasives Indemnified Parties**") harmless against all losses, claims, liabilities, damages, causes of action, judgments, settlement payments, interest, awards, penalties, fines, costs and expenses (including without limitation reasonable court costs, reasonable attorneys' fees, and arbitration, mediation and expert fees and any recall costs and expenses) arising out of or relating to Customer's or Customer's Affiliate's, or their subcontractor's, supplier's, integrator's or representative's: (a) negligent act or omission or willful misconduct; (b) breach of these Standard Terms or violation of applicable Law; (c) misuse or improper installation, storage, maintenance or use of the Products; (d) incorporation of the Products into another product or service; (e) changes, alterations or additions to Products; (f) Customer's relationship with any end user customer, including any dispute with an end user; or (g) or infringement of third party intellectual property arising out of or resulting from any of the following: (i) Customer's designs, changes, drawings or specifications; (ii) Products used other than for the purpose for which sia Abrasives intended; (iii) combining any Product with any article, component, hardware, system or software not provided by sia Abrasives; (iv) the application or use of any Products, which fail to comply with the specification or other written instruction from sia Abrasives; or (vii) any alteration, customization or other modification of the Product other than by sia Abrasives.. Customer will be entitled to control the defense of such claim for which it is providing indemnity to any sia

Abrasives Indemnified Parties pursuant to this Section 8.4. At Customer's expense, sia Abrasives will reasonably cooperate in the defense of the claim, including but not limited to promptly furnishing Customer with all relevant information within its reasonable possession or control. sia Abrasives may participate in the defense at its own expense and through counsel of its choosing. Customer shall not admit liability or enter into any settlement without the prior written approval of sia Abrasives.

10. LIMITATION ON LIABILITY AND REMEDIES.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THESE STANDARD TERMS AND EXCEPT FOR SIA ABRASIVES'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW: SIA ABRASIVES AND ITS AFFILIATES, AND THEIR RESPECTIVE OWNERS, SHAREHOLDERS, MEMBERS, MANAGERS, DIRECTORS, OFFICERS, EMPLOYEES, REPRESENTATIVES, AGENTS, SUBCONTRACTORS, CONTRACTORS, SUCCESSORS AND ASSIGNS SHALL NOT BE LIABLE FOR ANY OF THE FOLLOWING LOSSES OR DAMAGES: EXEMPLARY, SPECIAL, PUNITIVE, CONSEQUENTIAL, INCIDENTAL OR INDIRECT DAMAGES OF ANY KIND (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOST REVENUES, LOST SALES, LOSS OR CORRUPTION OF DATA, LOSS OF PRODUCT USE, LOSS OF BUSINESS, LOSS OF GOODWILL, DOWNTIME COSTS, DAMAGE TO ASSOCIATED EQUIPMENT, LOSS OF REPUTATION, LOSS OF DATA, COST OF SUBSTITUTE GOODS, FACILITIES OR SERVICES, OR CLAIMS OF CUSTOMER'S END USER CUSTOMERS, FOR SUCH DAMAGES OR LOSSES), EVEN IF CUSTOMER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF SUCH DAMAGES OR LOSSES WERE FORESEEN, FORESEEABLE, KNOWN OR OTHERWISE AND NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. IN NO EVENT SHALL SIA ABRASIVES'S TOTAL AGGREGATE LIABILITY ARISING OUT OF ANY PURCHASE ORDER, WHETHER UNDER TORT, CONTRACT, WARRANTY OR OTHERWISE, EXCEED THE TOTAL AMOUNTS PAID BY CUSTOMER TO SIA ABRASIVES FOR SUCH PURCHASE ORDER.

THE LIMITATIONS OF LIABILITY CONTAINED IN THESE STANDARD TERMS ARE A FUNDAMENTAL PART OF THE BASIS OF SIA ABRASIVES'S BARGAIN HEREUNDER AND SIA ABRASIVES WOULD NOT ENTER INTO THESE STANDARD TERMS ABSENT SUCH LIMITATIONS. sia Abrasives's rights and remedies set forth herein shall be in addition to any legal or equitable right or remedy available to sia Abrasives. No waiver of any of sia Abrasives's rights or remedies shall be effective without sia Abrasives's express written consent.

11. MISCELLANEOUS PROVISIONS.

Posting Through sia Abrasives Website. sia Abrasives may modify these Standard Terms from time to time by (a) posting revised Standard Terms to sia Abrasives's Website at https://siaabrasives.com/fileadmin/user_upload/Know-How/Download-Center/Laender_Unserer_Partner_vor_Ort/USA/sia_abrasives_usa_sales_conditions_en.pdf, or (b) including revised Standard Terms with a sia Abrasives Product Catalogue update (as revised from time to time, the "**Updated Standard Terms**"). Such Updated Standard Terms shall apply to all Purchase Order or Quotation revisions/amendments and new Purchase Orders or Quotations issued on or after the effective date of such Updated Standard Terms.

11.1 Waiver. No waiver of any of provisions of these Standard Terms shall be effective unless agreed to in writing signed by sia Abrasives. No oral agreement, course of performance or other means other than such written agreement signed by both parties expressly providing for such waiver shall be deemed to waive any provision of these Standard Terms.

11.2 Compliance with Applicable Law. Each Party shall, at its sole cost and expense, comply with all applicable Laws and other requirements relating to or affecting these Standard Terms and/or the Products (including their sale, transfer, handling, storage, use, disposal, export, re-export and transshipment).

11.3 Interpretation and Headings. No provision may be construed against sia Abrasives as the drafting Party. Section headings are for convenience or reference only and will not affect the meaning or interpretation of these Standard Terms.

11.4 Notice. All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "**Notice**") shall be in writing and, for (a) Notices sent to sia Abrasives, addressed to sia Abrasives, Inc. USA, ATTN: Director of Sales, 1980 Indian Creek Road Lincolnton, NC 28092, with a copy to sia Abrasives, Inc. USA, Attn: Legal Department, 1800 West Central Road, Mount Prospect, Illinois 60056, and (b) Notices sent to Customer, addressed to the address set forth for the Customer on the face of the Purchase Order, in each case as such address may be updated from

time to time by the receiving Party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in these Standard Terms, a Notice is effective only (x) upon receipt of the receiving party, and (y) if the party giving the Notice has complied with the requirements of this Section.

11.5 Force Majeure. In the event either Party is unable to fully perform its obligations hereunder (except for Customer's obligation to pay for Products ordered) due to events beyond its reasonable control, that by their nature could not have been foreseen, or, if it could have been foreseen, was unavoidable, including but not limited to labor strikes, lock-outs or other industrial disputes (whether involving its own workforce or a third party's), acts of God, action by any governmental authority (whether valid or invalid), fires, floods, windstorms, earthquakes, natural disasters, epidemics, pandemics, tariffs, embargoes, explosions, riots, acts of terrorism or sabotage, malicious damage, wars, electronic viruses, worms or corrupting microcode, or court injunction or order, shortage of supply or delay in delivery by sia Abrasives' vendors, breakdown of plant or machinery, default of suppliers or sub-contractors, inability to obtain or secure: power, material, labor, transportation and equipment (collectively, "**Force Majeure Event**"), that Party shall be relieved of its obligations to the extent it is unable to perform. Timely notice of such inability to perform shall be given to the other Party. In the event of sia Abrasives's inability to perform due to a Force Majeure Event, Customer shall be entitled to reduce its purchase obligations towards sia Abrasives by the quantities purchased from other sources, but shall not have the right to terminate this Agreement. Upon a Force Majeure Event, sia Abrasives shall have the right to allocate its inventory of Products to customers as determined by sia Abrasives in its sole discretion.

11.6 Assignment. Neither Party may assign any rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld or delayed. An internal corporate reorganization, which does not result in a change of control or beneficial owner, shall not be deemed an assignment under this provision.

11.7 Relationship of the Parties. Customer and sia Abrasives are independent contracting Parties and nothing hereunder or in the course of performance of these Standard Terms shall grant either Party the authority to create or assume an obligation on behalf or in the name of the other Party, or shall be deemed to create the relationship of agency, joint venture, partnership, association or employment between the Parties.

11.8 Severability. In the event that any provision or portion of a provision herein is determined to be illegal, invalid, or unenforceable by a court of competent jurisdiction or by an arbitration panel in accordance with Section 11.10 below, the validity and enforceability of the remaining provisions shall not be affected, and in lieu of such provision, a provision similar in terms as is legal, valid and enforceable shall be added hereto.

11.9 Dispute Resolution; Governing Law. These Standard Terms, the Quotation and all disputes between the Parties arising out of or related thereto shall be governed by the laws of the State of Michigan except for its choice of law rules; the United Nations Convention on the International Sale of Goods shall not apply. sia Abrasives and Company acknowledge that these Standard Terms, the Quotation, and/or Purchase Order evidence a transaction involving interstate commerce. sia Abrasives and Company shall first endeavor to resolve through good faith negotiations any dispute arising under or related to these Standard Terms or with respect to the Products or the Services. If a dispute cannot be resolved through good faith negotiations within 30 days, either Party may request non-binding mediation by a mediator approved by both Parties. If mediation fails to resolve the dispute within thirty (30) days after the first mediation session, then, upon notice by either Party to the other, any and all disputes, controversies, differences, or claims arising out of or relating to these Standard Terms (including the formation, existence, validity, interpretation (including of this Arbitration clause), breach or termination thereof) or the Products or the Services shall be resolved exclusively through binding arbitration, except that either Party shall have the right, at its option, to seek injunctive relief, under seal to maintain confidentiality to the extent permitted by Law, (i) in either the Michigan Circuit Court for the County of Oakland or the United States Court for the Eastern District of Michigan, or (ii) pursuant to the American Arbitration Association Optional Rules for Emergency Measures of Protection. A request by a Party to a court of competent jurisdiction for such interim measures shall not be deemed incompatible with, or a waiver of, this agreement to arbitrate. The Parties agree that any ruling by the arbitration tribunal on interim measures shall be deemed to be a final award for purposes of enforcement. The arbitration proceedings shall be conducted in accordance with the Commercial Arbitration Rules of the AAA including application of the Optional Rules for Emergency Measures of Protection as amended from time to time, except as modified by this clause or by mutual agreement of the Parties, and shall be governed by the United States Federal Arbitration Act. Within 14 days after the commencement of arbitration, each party shall select one person to act as arbitrator and the two selected shall select a third arbitrator within 10 days of their appointment. If the arbitrators selected by the Parties are unable or fail to agree upon the third arbitrator, the third arbitrator shall be selected by the AAA. The arbitration shall be conducted in Detroit, Michigan, and the language of the arbitration shall be English. The arbitrators' award shall be final and binding. The arbitrators shall issue a written opinion setting forth the basis for the arbitrators' decision. The written

opinion may be issued separately from the award by the arbitrators where necessary to preserve confidentiality. Each Party shall bear its own fees and costs, and each Party shall bear one half the cost of the arbitration hearing fees, and the cost of the arbitrator, unless the arbitrators find the claims to have been frivolous or harassing. Either Party may apply to have the arbitration award confirmed and a court judgment entered upon it. Venue for confirmation of or any challenge to the Arbitration Award shall be in either the Michigan Circuit Court for the County of Oakland or the United States Court for the Eastern District of Michigan and shall be done under seal to maintain confidentiality to the maximum extent permitted by law. The arbitrators shall have no authority to award punitive damages or any other damages excluded herein, to the maximum extent permitted by law. Except as may be required by Law, neither a Party, its counsel, nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both Parties.

11.10 Limitation Period. Except as provided in this Section 11.11, all claims must be made within the period specified by applicable Law. If the law allows the Parties to specify a shorter period for bringing claims, or the law does not provide a time at all, the claims must be made within eighteen (18) months after the cause of action accrues.

11.11 Export Control. Activities undertaken by either Party pursuant to these Standard Terms shall at all times be consistent with all import and export and national security laws or regulations of the United States and any applicable foreign agency or authority. Neither Party shall import, export or re-export, or authorize the export or re-export of any product, technology, or information that it obtains or learns hereunder, or any copy or direct product thereof, in violation of any of such laws or regulations without the required license or approvals required thereunder.

11.12 Government Contracts. If Products are purchased under a government contract or sub-contract, Customer shall promptly notify sia Abrasives of the provisions of any government procurement laws and regulations which are required to be included in the contract covering the Products ordered. If compliance with such provisions increases sia Abrasives's costs or liability, or encumbers any sia Abrasives Intellectual Property Rights, sia Abrasives shall be entitled, at its option, to adjust the prices accordingly, request separate payment of the additional costs, or terminate these Standard Terms and/or the applicable Purchase Order, in which case Customer shall be responsible for all costs incurred by sia Abrasives prior to such termination.

11.13 Entire Agreement. Terms and conditions proposed by Company that are different from or in addition to the provisions of these Standard Terms are hereby expressly rejected by sia Abrasives and are not a part of these Standard Terms, any Purchase Order or accepted Quotation, and Company's acceptance is expressly limited to the terms of this Standard Terms. These Standard Terms and all other agreements incorporating these Standard Terms constitute the entire agreement between sia Abrasives and Company with respect to the matters contained herein/therein and supersede all prior or contemporaneous oral or written agreements, representations and/or communications. These Standard Terms may be modified only by an amendment issued by sia Abrasives.