



A SIKA COMPANY

SIKA EXPANSION JOINTS TERMS AND CONDITIONS OF SALE, QUOTATION, AND TAKEOFF

All Quotations, Takeoffs, and product sales of Sika Expansion Joints including Emseal Joint Systems, Ltd. and Watson Bowman Acme Corp. (collectively, "Sika") shall be subject to the following Terms and Conditions of Sale, Quotation and Takeoff ("Terms and Conditions of Sale"):

1. Any order from a purchaser of Sika products ("Purchaser"), whether relating to a quotation or offer by Sika ("Sika Quotation") or nonbinding estimate by Sika of required materials, locations and quantities ("Takeoff"), or otherwise, shall not constitute an acceptance by Sika until such order has been accepted by Sika in writing.
2. Sika Quotation(s) shall be valid only for fifteen (15) days from date of issuance. Sika reserves the right to modify any Quotation at any time.
3. These Terms and Conditions of Sale shall be applicable to, and incorporated by reference into, any sale, or documentation relating to the sale, of Sika's products as well as any quote or takeoff provided by Sika. To the extent there is a conflict between these Terms and Conditions, and the terms and conditions of any other documentation, including without limitation, a purchase order or request for Quotation, such conflicting terms and conditions are rejected and are of no effect.
4. Sika reserves the right to correct all typographical and clerical errors in any Sika Quotation, Takeoff, proposal, acknowledgment, or invoice.
5. In connection with any Quotation or Takeoff, Purchaser must provide Sika all requirements of the job, including supporting documentation and/or pictures and are responsible for such that proper material and details for transitions, upturns, systems supplied to conform to phased construction, cross slope(s), change(s) in horizontal direction, and terminations can be determined if applicable. Quotations and Takeoffs are made for budgetary estimates only. Quotations provided by Sika are based on the assumption that Owner or Engineer of Record has designed proper joint sizes, and anticipated movements, or Purchaser has field-verified joint sizes at mean temperature or adjusted for mean temperatures. Purchaser is responsible for verifying suitability for use, quantities, field conditions, project requirements, joint movement, joint size, blackout size (if applicable) and correct products prior to placing product order. No allowances have been provided for additional products not included in the Sika Quotation/Takeoff or otherwise required for the project. Sika reserves the right to modify any Quotation/Takeoff if any additional materials are found to be required, or any material type, size, or quantity changes are needed at any time. Sika's Quotations/Takeoffs exclude all joint installation. Sika's Quotations/Takeoffs include Sika standard finishes and materials, unless otherwise noted. If applicable, fire barriers must be installed in a UL rated assembly in order to maintain its listing. Sika materials will be custom-made to specified dimensions; no returns are permitted unless agreed to in writing by Sika.
6. Any factory-fabricated transitions, upturns, systems supplied to conform to phased construction, cross slope(s), change(s) in horizontal direction, and terminations shall be made to field-measurements provided by Purchaser or as shown on approved shop drawings and will be priced separately unless stated otherwise by Sika. Joining of factory-fabricated transitions, systems supplied to conform to phased construction, and terminations to install each expansion joint location to requirements of the job is the responsibility of the Purchaser. Equipment and training for proper execution of field joining is available from Sika.
7. Sika reserves the right to revise or otherwise modify these Terms and Conditions of Sale from time to time. Any revised Terms and Conditions of Sale will be posted on the applicable Sika website and will thereafter be immediately effective for sales of Sika products.

8. Stated shipment times for Sika products are estimates which shall commence upon (i) the date of Sika's written acceptance of a Purchaser Order or executed Quotation, and (ii) Sika's receipt of all required information from Purchaser. Sika shall not be liable to Purchaser or Purchaser's customers for any damages relating to failure to deliver Sika products on a specified date.
9. Purchaser shall not return any Sika products unless mutually agreed to by both parties in writing. Claims for missing or damaged products must be made within 48 hours of receipt of products.
10. Prior to each use of any product of Sika, the Purchaser must always read and follow the warnings and instructions on the product's most current product label, Product Data Sheet, and Safety Data Sheet which are available at Sika's website or by calling the Technical Service Department for the Sika entity from which you purchased the product. Nothing contained in any Sika literature or materials relieves the Purchaser of the obligation to read and follow the warnings and instructions for each Sika Product as set forth in the current product label, Product Data Sheet and Safety Data Sheet prior to use of the Sika product. On site installation training may be available as a paid service which will be billed at Sika's effective rate plus the cost of roundtrip travel or as outlined in a Sika Quotation. Round-trip travel charges for Sika training will be billed separately when accrued and will be billed from the time the technician leaves from and returns to their point of origin or concluding destination or as outlined in a Sika Quotation. Phone and webinar installation review may also be available were appropriate in Sika's determination.
11. **LIMITED WARRANTY.** Sika warrants for one (1) year from the date of shipment that each Sika product shall be free from manufacturing defects and meet the technical properties on the current Product Data Sheet if used as directed and within the product's shelf life. Purchaser determines suitability of product for intended use and assumes all risks. Purchaser's sole remedy shall be limited to the purchase price or replacement of this product exclusive of any labor costs. **NO OTHER WARRANTIES EXPRESS OR IMPLIED SHALL APPLY INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SIKA SHALL NOT BE LIABLE UNDER ANY LEGAL THEORY FOR SPECIAL OR CONSEQUENTIAL DAMAGES. SIKA SHALL NOT BE RESPONSIBLE FOR THE USE OF THIS PRODUCT IN A MANNER TO INFRINGE ON ANY PATENT OR ANY OTHER INTELLECTUAL PROPERTY RIGHTS HELD BY OTHERS.**
12. All prices of Sika products shall be in United States Dollars (USD) or as outlined in a Quotation ("Product Pricing"). Sika may change its Product Pricing at any time without notice. Purchaser shall be responsible for all applicable taxes. Purchaser must provide declaration of final destination as applicable, and resale certification or other authorization of tax exemption at the time of order placement.
13. Unless otherwise agreed to in writing between Sika and Purchaser, (i) the delivery terms of the Sika products shall be Ex Works from the applicable Sika facility, and (ii) risk of loss of the Sika products shall pass to Purchaser upon delivery to Sika's designated carrier. Orders shipped by Sika may be subject to a minimum freight charge.
14. Unless otherwise agreed to in writing between Sika and Purchaser, payment for Sika products shall be due simultaneously with delivery of such products or as outlined in a Quotation. No project specific or other warranty will be provided or effective until the materials, training service fees if applicable, and all applicable taxes are paid in full.
15. If a payment is not made by Purchaser when due, a late charge will be paid by Purchaser from the due date until the date of the actual collection by Sika, calculated at the highest interest rate permitted by law or as outlined in a Quotation ("Late Charge"). Such Late Charge shall be in addition to, and not in lieu of, Sika's other rights and remedies for Purchaser's default or nonperformance.
16. Title to all Sika products sold to Purchaser shall remain in the name of Sika until full payment has been made by Purchaser, and to the extent applicable, Sika reserves a security interest in, and Purchaser hereby grants to Sika, a security interest in the Sika products sold pursuant to Purchaser and the proceeds thereof, with the right of Sika to take possession and dispose of the Sika products and such proceeds if any such amount is not paid when due. Purchaser agrees to execute and deliver, upon Sika's request and at Purchaser's expense, any and all instruments, including without limitation, financing statements under the Uniform Commercial Code ("UCC") and amendments thereto, which Sika may deem necessary or desirable in order to evidence record or perfect such title and security interest, and Purchaser specifically authorizes Sika to file such instruments with such information in any jurisdiction deemed necessary by Sika without the signature or any authorization of Purchaser, to the extent permitted by law. With each order, Purchaser represents to Sika that Purchaser is solvent. In the event of Purchaser's default, Sika

shall have the rights of a secured party, including, without limitation, those rights under the UCC.

17. Purchaser shall indemnify, defend, and hold harmless Sika Corporation, its parent, subsidiaries, and affiliates, and its and their officers, directors, employees, agents, successors and assigns from and against, any and all losses, lawsuits, judgments, liabilities, damages, injuries, fines, costs or expenses (including reasonable attorney's fees and expenses) (collectively, "Losses"), including but not limited to, Losses incurred in connection with or alleged with regard to, or otherwise relating to any claim, demand, proceeding, action, or suit by any third party (collectively, "Claims"), in each case arising from Purchaser's use, application, or installation of Sika products, or otherwise relating to Purchaser's obligations under these Terms and Conditions of Sale.
18. Notwithstanding anything to the contrary, Sika shall not be liable for any failure to perform or delay to the extent caused by any event or circumstance which is beyond the control of Sika, including without limitation, Acts of God, fires, floods, hurricanes, earthquakes, accidents, explosions, wars, acts of terrorism, embargoes, delays of carriers, sabotage, strikes, labor disturbances, act of governmental authority, state of emergency, pandemic, epidemic, shortages of power, or lack of, or inability to obtain, sources of materials, fuel, supplies, or equipment.
19. Detection of fraud is critical in preventing business losses. To prevent losses from fraudulent activities, including unauthorized communications and/or unauthorized access to financial, account, or other sensitive information ("Fraudulent Activities"), Sika encourages Purchaser to implement measures within its systems and processes to detect Fraudulent Activities. For any investigation relating to Fraudulent Activities, Purchaser shall cooperate in such investigation and take all appropriate corrective measures. To the extent that Purchaser incurs any losses relating to Fraudulent Activities, Purchaser assumes responsibility and Sika shall not be liable for any such losses, including financial or reputational.
20. Sika does not routinely change banking information, so all emails regarding banking changes should be treated as an unauthorized request.
21. These Terms and Conditions of Sale constitute the entire agreement between Sika and Purchaser relating to the sale of Sika's products.
22. These Terms and Conditions of Sale and the obligations of Purchaser hereunder shall not be assigned, delegated, or transferred, by operation of law or otherwise, without the prior written consent of Sika.
23. If any provision of these Terms and Conditions of Sale is held by a court of competent jurisdiction to be void or unenforceable, such provision shall have no effect upon the enforceability of any other provision of these Terms and Conditions of Sale.
24. CHOICE OF LAW. These Terms and Conditions of Sale, and all matters relating to the sale of Sika products, shall be governed by, and construed in accordance with, the laws of the State of New Jersey, without giving effect to its conflicts of laws principles.
25. FORUM/JURISDICTION. Any dispute relating to these Term and Conditions of Sale, and all matters relating to the sale of Sika products, shall be subject to the exclusive jurisdiction and venue in the state and federal courts located in the State of New Jersey.

For more information

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