

ITW BUILDEX TERMS AND CONDITIONS OF SALE

1. ACCEPTANCE. In addition to Customer Specific Buildex Quotations, the following terms and conditions of sale are applicable to all sales of Products or Services from ITW Buildex, a division of Illinois Tool Works Inc. ("Buildex") and to all Purchase Orders from Buildex's customers ("Purchasers") and constitutes the entire contract of sale and purchase between Buildex and Purchaser with respect to the Products covered by this Agreement. These Terms & Conditions and the last Customer Quotation, supersedes any prior agreements, understandings or representations and are the only terms and conditions applicable. Purchaser's Purchase Orders, if accepted by Buildex, are accepted subject to the terms and conditions set forth herein and on the Customers Specific Buildex Quotation. BUILDEX HEREBY REJECTS ANY ADDITIONAL OR DIFFERENT TERMS OR CONDITIONS PROPOSED BY PURCHASER, WHETHER OR NOT CONTAINED IN A PURCHASER'S PURCHASE ORDER OR ANY OF PURCHASER'S DOCUMENTS OR ON PURCHASER'S WEBSITE, AND SUCH ADDITIONAL OR DIFFERENT TERMS AND CONDITIONS SHALL BE VOID AND OF NO EFFECT UNLESS IN A WRITING SIGNED BY BUILDEX SPECIFICALLY REFERRING TO AND AGREEING TO THE CHANGE. Purchaser's acceptance of Products or Services called for in said Purchase Order shall constitute its acceptance of Buildex, a division of Illinois Tool Works, terms and conditions of sale and purchaser's "Customer Specific Quotation". If any portion of the Terms & Conditions or the Customer Specific Quotation should be determined invalid or struck down by any court, all other portions of the Terms & Conditions or the Customer Specific Quotation shall remain in force.

2. TITLE / RISK OF LOSS / DELIVERY. Unless other arrangements are made in writing, Buildex anticipates use of common carriers for transport of Products. Title shall pass to Purchaser upon delivery of goods. Delivery shall be defined as "FOB Buildex Warehouse/Plant" or "Ex Works Buildex Warehouse/Plant". Freight Payment Terms as defined in the Customer Specific Quotations. Purchaser shall assume all risk and liability for loss, damage, or destruction, as well as the results of any use or misuse by third parties who may acquire or use the Products illicitly after the delivery to the carrier. Unless mutually agreed upon, shipping dates are approximate and are based upon prompt receipt of all necessary information. Buildex reserves the right to ship items in a single or multiple shipments

3. WARRANTY, LIMITS OF LIABILITY AND REMEDY:

ITW Buildex will repair or replace any product which, within twelve months after Sale by ITW Buildex or its distributors, is found by ITW Buildex to be defective in material or workmanship - - normal wear and tear excepted. An additional warranty may apply to Dekite® Pipe Flashing products. Dekite® Pipe Flashing products are warranted by Deks Industries Pty Ltd, for a period of twenty (20) years, subject to certain exceptions and exclusions. A copy of the Dekite® Pipe Flashing Warranty is available upon request from ITW Buildex. **THIS IS THE SOLE WARRANTY OF ITW BUILDEX AND THE SOLE REMEDY AVAILABLE TO DISTRIBUTOR OR BUYER. BUILDEX SHALL NOT BE LIABLE FOR ANY INJURY, LOSS OR DAMAGE, DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL ARISING OUT OF THE USE OF, OR THE INABILITY TO USE, ANY ITW BUILDEX PRODUCT.** ITW Buildex's sole liability hereunder will be to replace any part or accessory which proves to be defective within the specific time period. Any replacement part or accessory provided in accordance with this warranty will carry a warranty for the balance of the period of warranty applicable to the part it replaces. This warranty does not apply to part replacement required due to normal wear. BUILDEX SHALL BE GIVEN A REASONABLE OPPORTUNITY TO INVESTIGATE ALL CLAIMS AND NO PRODUCT SHALL BE RETURNED TO BUILDEX UNTIL AFTER INSPECTION AND APPROVAL BY BUILDEX AS EVIDENCED BY AN ITW BUILDEX RETURN GOODS AUTHORIZATION FORM. This warranty is void as to any tool which has been subjected to misuse, abuse, accidental or intentional damage, use with fasteners, fuel, batteries, or battery chargers not meeting ITW Buildex specifications, size, or quality, improperly maintained, repaired with other than Authorized ITW Buildex replacement parts, damaged in transit or handling, or which, in ITW Buildex opinion, has been altered or replaced in a way that affects or detracts from the performance of the tool. Except as set forth above, Buildex makes no warranty or representation of any kind, express or implied (including no warranty of merchantability or fitness for any particular purpose) with respect to its products or services. ITW Buildex shall in no event be liable for any direct, indirect, or consequential damages, including, but not limited to, damage which may arise from loss of anticipated profits or production, spoilage of materials, increase cost of operation, or otherwise.

Buildex shall not be liable, and purchaser waives all claims against Buildex, for incidental, special, punitive or consequential damages, lost

profits or commercial losses, whether or not based upon Buildex's negligence or breach of warranty or strict liability in tort or any other cause of action. Buildex will not be liable to purchaser for any loss, damage, or injury to persons or property resulting from the handling, storage, transportation, resale, or use of its products in manufacturing processes, or in combination with other substances, or otherwise. In no event will Buildex's liability under this agreement or in connection with the sale of products by Buildex exceed the purchase price of the specific products or services as to which the claim is made.

4. Product Use. Proper fastener connection design takes into account where and how fasteners are used. Allowance for special characteristics in materials, differences in types of materials being joined, unique or unusual environmental service or installation conditions and the safety factors required by anticipating normal or short term loading conditions must be considered. Due to possible differences in specifications, applications and interpretation of results, Purchasers must make their own evaluation of the products, to determine the suitability of these products for intended use and are solely responsible for determining whether any Product is fit for a particular purpose and suitable for Purchaser's method of application. Accordingly, and due to the nature and manner of use of Buildex's Products, Buildex is not responsible for the results or consequences of use, misuse or application of its Products by anyone. In addition, ITW Buildex reserves the right to change specifications, equipment or designs at any time without notice and without incurring obligation.

5. TAXES. Purchaser shall pay to Buildex, in addition to the purchase price, the amount of all fees, duties, licenses, tariffs, and all sales, use, privilege, occupation, excise, or other taxes, federal, state, local or foreign, which Buildex is required to pay or collect in connection with the Products or Services sold to Purchaser. Purchaser must provide to Buildex, prior to shipment, any documents or certificates that Purchaser claims relieves them of any obligation to the above. Buildex may at its own discretion, accept or reject said documents or certificates. Failure by the Buildex to collect any such fees or taxes for any reason, shall not affect Purchaser's obligations hereunder and Purchaser shall fully defend, indemnify and hold harmless Buildex with respect to such tax obligations.

6. CONFIDENTIAL INFORMATION. All information furnished or made available by Buildex to Purchaser in connection with the subject matter of this Agreement and Customer Specific Quotations or of Purchaser's Purchase Order, shall be held in confidence by the Purchaser. Purchaser agrees not to use such information or disclose such information to others without Buildex's prior written consent. The obligations in this paragraph will not apply to any information which (a) at the time of disclosure was or thereafter becomes, generally available to the public by publication or otherwise through no breach by the Purchaser of any obligation herein, (b) the Purchaser can show by written records was in the Purchaser's possession prior to disclosure by Buildex, or (c) is legally made available to the Purchaser by or through a third party having no direct or indirect confidentiality obligation to Buildex with respect to such information.

7. FORCE MAJEURE. Buildex shall not be liable for failure to perform or delay in performance or delivery of any Products or Services due to (a) fires, floods, strikes, or other labor disputes, accidents, sabotage, terrorism, war, riots, acts of precedence or priorities granted at the request or for the benefit, directly or indirectly, of any federal, state or local government or any subdivision or agency thereof, delays in transportation or lack of transportation facilities, restrictions imposed by federal, state or local laws, rules or regulations; or (b) any other cause beyond the control of Buildex. In the event of the occurrence of any of the foregoing, the time for performance shall be extended for such time as may be reasonably necessary to enable Buildex to perform. Buildex may, during any period of shortage due to any of the above circumstances, allocate its available supply of Products or Services among itself and its Purchasers in such manner as Buildex, in its judgment, deems fair and equitable.

8. WAIVER. No failure of Buildex to insist upon strict compliance by Purchaser with these terms and conditions or to exercise any right accruing from any default of Purchaser shall impair Buildex's rights in case Purchaser's default continues or in case of any subsequent default by Purchaser. Waiver by Buildex of any breach by Purchaser of these terms and conditions shall not be construed as a waiver of any other existing or future breach.