

STANDARD TERMS AND CONDITIONS OF SALE FOR GOODS sold by SIKA ALBANIA

1. FORMATION

In these Conditions the following expressions have the following meanings:

"we" or "us" means Sika Albania;

"you" or "yourselves" means the buyer who places an order for Goods;

"Conditions" means these terms and conditions of sale including those described as commercial terms at the front of this document;

"Contract" means this contract between us and you;

"Goods" means the products which you agree to buy from us as identified by your order (including any part or parts of them);

"Intellectual Property" means all patents, copyrights, registered or unregistered trade marks, design rights, utility models, business names, domain names, Know-How and all other intellectual property rights of a similar nature (whether registered or not) subsisting anywhere in the world in or associated with the Goods;

"Working Days" means any day between Monday to Friday inclusive but excluding bank and public holidays.

Unless varied in accordance with Condition 1.4, the Contract, together with all schedules which form part of it, will be on the following Conditions to the exclusion of any other terms that you seek to impose or incorporate, whether in writing or otherwise, or which are implied by trade, custom, practice or course of dealing.

This Contract constitutes the entire agreement between you and us. You acknowledge that you have not relied on any statement, promise or representation made or given by or on behalf of us which is not set out in this Contract.

2. QUOTATIONS AND ORDERS

A quotation shall only be valid for a period of 20 Working Days from its date of issue, unless otherwise agreed by us in writing.

An order constitutes an offer by you to purchase the Goods in accordance with these Conditions. You are responsible for ensuring that the terms of the order and any applicable specification are complete and accurate.

We may at our absolute discretion accept the cancellation of any order provided we are notified no more than five (5) Working Days after the order has been accepted and we are indemnified by you in respect of all costs and expenses incurred prior to the cancellation being accepted, but in no circumstances are we obligated to accept any cancellations.

3. DELIVERY AND TRANSPORTATION

Unless otherwise agreed, goods shall be dispatched and transported at the Customer's risk and expense. SIKA can provide transportation services exclusively through a third-party provider selected by the Customer based on the offers received by SIKA from these providers.

A proportion of any Heavy Goods Vehicle (HVG) transport costs will also be charged. A service charge will be made for preparing and packaging small deliveries. The costs for silo deliveries and silo letting will be disclosed on request. Costs for difficult access, waiting times and additional services will (irrespective of the nature of the invoice) generally be charged in addition. The price list has further details of service charges and surcharges.

For deliveries with couriers appointed by Sika Albania Shpk the following costs will be charged on the invoice. In case of collection (EXW) by means arranged by the Customer, the following rules must be followed:

- 3.1. Call Sika Albania customer service to make sure that the goods have been prepared and that the loading operations are carried out normally.

Customer Service - +355 69 701 6247

Prestige Industrial Park, Picar Street, Vore 1032, Albania

- 3.2. Respect the following timetables:

Prestige Industrial Park, Picar Street, Vore 1032, Albania
From Monday to Friday from 08.00 until 16.30.

For all warehouses: it is advisable to arrive at the warehouse at least 1 hour before closing time to allow loading operations.

However, it is advisable to show up early in the day and to have an agreed loading slot in advance.

- 3.3. Send suitable vehicles in compliance with the legal requirements, as well as equipped with a system to protect the goods to be transported from the warehouse to end us.

4. TERMS OF DELIVER, PRICES AND PAYMENTS

The price of the Goods shall be that stated or referred to in our price list, or where we agree otherwise, in the order accepted by us. Prices are stated on the basis of current costs, exclusive of VAT. You shall, on receipt of a valid VAT invoice from us, pay to us such additional amounts in respect of VAT as are chargeable on the supply of the Goods.

Prices given in a quotation may be increased by us on giving written notice to you at any time before delivery by such amount as is reasonably necessary to reflect any

increase in the cost of manufacturing the Goods, and/or any factors beyond our control including, but not limited to, fluctuations in tax, duty, foreign exchange rates, and/or any requests by you to alter the terms of the order.

Delivery of the Goods within the AL/KS/NMK mainland will be DAP Delivery at Place INCOTERM, picked up good will be EXW Ex Works Tirane. Goods will be invoiced on or at any time after dispatch.

We shall require payment by you as agreed beforehand with your Sales Representative.

We may ask you to pay money in advance or on account and if so you must pay such amounts as agreed.

All payments shall be made as agreed unless we require or agree to payment in other currency.

You shall pay all amounts due under this Contract in full without any deduction or withholding except as required by law and you shall not be entitled to assert any credit, set-off or counterclaim against us in order to justify withholding payment of any such amount in whole or in part.

Any invoice queries must be communicated to us within three (3) Working Days of receipt of the invoice by you.

5. PACKAGING

The Goods will be delivered in the product containers which we hold in stock at the time your order is processed unless otherwise agreed in writing.

The price of the Goods, unless otherwise stated, includes the costs of packaging materials.

Where it has been agreed/approved that the packaging materials will be returned, you will be credited with the full cost of these provided that you return them at your cost to the delivery point in a satisfactory condition and by such a time as we may reasonably require.

RISK

Risk and responsibility for the Goods shall pass to you on delivery by us to the delivery point.

In case the goods are picked up from our warehouse, you are responsible for the materials after loading.

You must examine the Goods on receipt and if you believe there has been loss or damage during transit which may be our responsibility, you must notify us in writing within five (5) Working Days of DAP Incoterms delivery. If we do not receive such written notice within the required timescale then we will not be liable to you for any loss or damage to the Goods arising during transit. If Goods have been damaged during transit then all packaging materials must be retained for examination by us, the carrier or their agents. In case of EXW incoterms we are excluded of this responsibility cause the driver signed Packing List at pick up point.

6. OWNERSHIP

Ownership of the Goods shall not pass to you until we have received payment in full and such funds are cleared for the Goods; and any other goods which have been supplied to you but for which payment is overdue and has not been received.

Until ownership has passed to the Buyer or you sell or use the Goods pursuant to Condition 7.3, you must: hold the Goods on a fiduciary basis as our bailee; store the Goods (at no cost to us) separately from all our other Goods or goods of a third party in such a way as they are identifiable as our property;

not remove, destroy, deface or obscure any identifying mark, logo or packaging on or relating to the Goods; maintain the Goods in a satisfactory condition and keep them insured, on your insurance, for their full price against all risks (and provide us with a copy of such insurance at our request); and

hold the proceeds of any insurance referred to in Condition 7.2.4 on trust for us and do not mix them with any other money or pay the money into an overdrawn bank account.

You may resell or use the Goods before ownership has passed to you in the ordinary course of your business.

Your power of sale and use above shall automatically cease if any of the following events occur or we reasonably believe you are about to become subject to them and we notify you accordingly:

you have a petition presented for your winding up; or (if you are an individual) you die or become incapacitated; or

you pass a resolution for voluntary winding up otherwise than for the purpose of a bona fide amalgamation or reconstruction; or

you compound with your creditors or have a receiver appointed over all or any part of your assets; or

a petition for an administration order is presented or is intended to be presented in respect of you; or you become bankrupt or insolvent; or

you enter into any arrangements with creditors; or you take or suffer any similar action in consequence of debts or carry out or undergo any analogous act or proceedings under foreign law.

If your power of sale and use ends under Conditions 7.3 or 7.4 above, you will deliver up the Goods; or have them delivered up to us; and/or allow us to repossess the Goods and for the purposes of such repossession you grant to us (our agents and employees) an irrevocable licence to enter any of your premises where the Goods are stored or that of any third party where we may reasonably believe they may be stored.

7. RETURNED GOODS

Sika will accept returns of goods only with prior written notification of at least 15 (fifteen) days from the day of the delivery of the products to the Customer. The Products should be in an impeccable condition, unopened, in the original packaging free of charge from the manufacturer. Broken packages, cement-containing products, products with restricted lifetimes, special products and special dyes and products no longer included in the range as well as individual components of multiple component products cannot be returned. The return value will be determined on the basis of the net value of the goods less the loss of value and discount granted.

8. THE GOODS WARRANTY

8.1. Sika warrants that all the Products that shall be delivered will conform with the relevant description of the same contained in the updated Product Data Sheets (PDS) and Material Safety Data Sheet (MSDS) and shall be available by the due agreed date by both parties in a written form, according to the lead time that has been provided to the Customer.

8.2. The Customer warrants that he/she will accept the Products that comply with the Supply Order and pay the Price according to the agreed payment terms.

9. CREDIT CHECKS

We may refuse to accept any order or perform any Contract if your arrangements for payment or credit appear to be or become unsatisfactory.

We may, in the event that you are not a liability company, make searches of your details, background and credit history with credit reference and fraud prevention agencies prior to carrying out any obligations in these Conditions. Such credit reference agencies may, at their absolute discretion, keep a record of the search and share that information with other businesses.

10. INTELLECTUAL PROPERTY RIGHTS

Where there are any intellectual property rights in the goods, Sika will own the intellectual property rights in the deliverables and any materials created under the agreement, and the Customer will have a nonexclusive, non-transferable license to use the goods for its own internal purposes.

11. GENERAL

Any notice or communication to be given under this Contract must be in writing, delivered or sent by email or prepaid first class letter post, and if delivered or sent to you, will be addressed to your last known trading address; or if delivered or sent to us, will be addressed to Rinas Street, Tirana Business Park, Building 7, 4th floor Tiranë, 1504. Any such notice shall be deemed served if delivered by hand, at the time it was delivered at the proper address, if posted within Albania two Working Days after posting, and if posted from outside Albania, fourteen Working Days after posting. Any notice given by email must be to the usual email address as otherwise notified to each other party.

If any of the terms of this Contract are found by any court or administrative body of competent authority to be illegal, void, voidable, invalid, unreasonable or unenforceable by any reason of law they shall be illegal, void, voidable, invalid, unreasonable or unenforceable to that extent only and all other terms of the Contract shall remain legal, valid, reasonable and fully enforceable.

We will not be liable to you for any failure or delay or for the consequences of any failure or delay in performance of this Contract, if it is due to any event beyond our reasonable control including, without limitation, acts of God, war, industrial disputes (whether or not with our own workforce), protests, fire, explosion, an act of terrorism and national emergencies and the Company will be entitled to a reasonable extension of time for performing such obligations in such circumstances.

All Contracts shall be deemed to be made in Albania and shall be construed in accordance with and be governed by Albanian law and shall be subject to the exclusive jurisdiction of the courts of Albania.