

FORMICA ASIA TERMS AND CONDITIONS OF SALE

ALL SALES OF PRODUCTS BY FORMICA (ASIA) LIMITED AND ITS SUBSIDIARIES (“FORMICA”) SHALL BE GOVERNED EXCLUSIVELY BY THESE TERMS AND CONDITIONS AND ANY OTHER DOCUMENTS REFERENCED HEREIN. FORMICA REJECTS AND OBJECTS TO ANY TERMS OR CONDITIONS PUT FORWARD BY BUYER THAT ADD TO OR VARY FORMICA’S TERMS AND CONDITIONS.

1. FORMATION OF CONTRACT. An order is deemed by FORMICA to be an offer to purchase, which FORMICA may accept or reject in FORMICA’S sole discretion, including, without limitation, for credit reasons. FORMICA’S acceptance of an offer to purchase is binding on FORMICA only if made by written instrument or, if not by written instrument, by shipment of the products ordered. FORMICA’S acceptance is subject to FORMICA’S TERMS AND CONDITIONS OF SALE as stated herein. FORMICA and BUYER expressly intend that these TERMS AND CONDITIONS OF SALE shall govern all purchases of goods by BUYER, and that any different or additional terms purported to be made or conditioned by BUYER, whether through the use of BUYER’S purchase order form or otherwise shall have no force or effect unless approved in a separate writing signed by an authorized officer of FORMICA. The parties expressly intend that this Section 1 govern the interpretation of their rights and responsibilities and that it shall supersede any different interpretation that would result from the application of the applicable law regarding conflicting documents or legal authority to similar effect.

2. AUTHORITY OF FORMICA’S REPRESENTATIVES. No agent, employee or representative of FORMICA has any authority to bind FORMICA to any representation, warranty, or promise, whether made orally or in writing, concerning the products sold hereunder, other than as specifically set forth in writing in the master purchase agreement between the BUYER and FORMICA, the Order Acknowledgement form, Order Confirmation form or other written confirmation of order document signed by FORMICA (collectively the “Contract Documents”). Unless a representation, warranty or promise made by an agent, representative or employee of FORMICA is specifically set forth in the Contract Documents, it is not the basis of the sale and shall not be enforceable against FORMICA. BUYER affirms that its purchase of products from FORMICA is based solely on the representations, warranties and promises set forth in the Contract Documents or as provided herein.

3. COST OF DELIVERY, TAXES AND OTHER CHARGES. BUYER shall pay any extraordinary costs of shipment and delivery of the products and all sales, use, excise or similar taxes, or other charges, which FORMICA is required to pay, or to collect and remit, to any Government (national, state, or local) and which are imposed on, or measured by, the sale. Payment of such items shall be due on receipt of invoice.

4. TRANSFER OF PROPERTY AND RISK OF LOSS. Unless otherwise indicated on the face hereof, risk of loss or damage to and responsibility for products shall pass to BUYER upon delivery to carrier at shipping point. No shipment shall be diverted or re-consigned without FORMICA’S prior written consent. Unless otherwise expressly stated in the Contract Documents, FORMICA shall select means of transportation and routing. FORMICA retains title to all products sold to BUYER until FORMICA receives payment in full of all amounts due in connection with the sale thereof. BUYER grants FORMICA a purchase money security interest in all goods sold hereunder to secure payment of the purchase price.

5. CLAIMS. BUYER shall inspect products for nonconformity promptly upon receipt. Failure by BUYER to give FORMICA written notice of claim within 30 days from date of delivery or, in the case of non-delivery from the date fixed for delivery, shall constitute a waiver by BUYER of all claims in respect of such products.

6. WARRANTY. UNLESS OTHERWISE PROVIDED BY FORMICA IN WRITING, FORMICA PROVIDES NO WARRANTIES IN CONNECTION WITH THE PRODUCT AND THE TRANSACTIONS CONTEMPLATED AS A RESULT OF THIS SALE. ANY SPECIFIC WARRANTY PROVIDED BY FORMICA (IF ANY) ONLY APPLIES TO PRODUCTS WHICH ARE STORED, HANDLED, FABRICATED AND INSTALLED IN THE MANNER RECOMMEND BY FORMICA. FORMICA HEREBY DISCLAIMS ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. TO THE MAXIMUM EXTENT PERMITTED BY LAW, FORMICA’S SOLE OBLIGATION TO BUYER FOR A WARRANTY REMEDY WHICH BY LAW CANNOT BE EXCLUDED, IS LIMITED, AT THE SOLE OPTION OF FORMICA, TO REPAIR OR REPLACEMENT OF NON-CONFORMING PRODUCTS. BUYER ASSUMES ALL RISK WHATSOEVER AS TO THE RESULT OF THE USE OF THE PRODUCTS PURCHASED, WHETHER USED SINGLY OR IN COMBINATION WITH OTHER SUBSTANCES AND PRODUCTS.

7. APPLICABLE CODES; USE IN COMBINATION WITH OTHER MATERIALS, COMPONENTS OR SYSTEMS. BUYER assumes all risk for all claims, costs and damages arising out of or relating to any failure of the products to comply with any applicable code(s) or industry standard(s). BUYER shall defend, indemnify and hold harmless FORMICA from any and all claims, costs, liabilities or damages of any kind, nature or description arising out of or relating to any failure of the products to comply with any applicable code(s) or industry standard(s) or for any use or installation of the products in combination with any other materials, components or systems.

8. LIMITATION OF LIABILITY. NO CLAIM BY BUYER OF ANY KIND, INCLUDING CLAIMS FOR INDEMNIFICATION, WHETHER AS TO QUALITY OR AMOUNT OF PRODUCTS DELIVERED OR FOR NON-DELIVERY OF PRODUCTS, SHALL BE GREATER IN AMOUNT THAN THE PURCHASE PRICE OF THE PRODUCTS IN RESPECT OF WHICH DAMAGES ARE CLAIMED. IN NO EVENT SHALL FORMICA BE LIABLE TO BUYER FOR ANY SPECIAL, INDIRECT, INCIDENTAL, RELIANCE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES OR COVER, OR LOSS OF PROFIT, REVENUE OR USE, IN CONNECTION WITH, ARISING OUT OF, OR AS A RESULT OF, THE SALE, DELIVERY, SERVICING, USE OR LOSS OF USE OF THE PRODUCTS SOLD HEREUNDER, OR FOR ANY LIABILITY OF BUYER TO ANY THIRD PARTY WITH RESPECT THERETO. To the extent permitted by the applicable law, any action for breach of

this contract (other than for nonpayment of the purchase price) must be commenced within one year after the occurrence of the breach.

9. EXCUSES FOR NONPERFORMANCE. If the manufacture, transportation, delivery, or receipt by either party of any products is prevented, restricted or interfered with by reason of any event or cause whatsoever beyond the reasonable control of the party so affected, such party shall be excused from making or taking deliveries hereunder to the extent of such prevention, restriction or interference, and neither party shall be liable to the other for default or delay in performing its obligations, except payment obligations. If by reason of any such event or cause, the quantities of the products covered hereby, or of any materials used in the production thereof, reasonably available to FORMICA shall be less than its total needs for its own use and for sale, FORMICA may allocate its available supply of any such products among its existing or prospective purchasers and/or its own departments, divisions and subsidiaries in such manner as FORMICA deems reasonable, without thereby incurring liability for failure to perform this contract.

10. RIGHTS OF FORMICA. If, in FORMICA’S judgment, BUYER’S credit shall become impaired at any time, FORMICA may decline to make shipments hereunder except upon receipt of cash payments in advance or security or other proof of responsibility satisfactory to FORMICA. If BUYER fails in any way to fulfill the terms and conditions hereof, FORMICA may defer further shipments until such default is corrected. Remedies provided herein shall be in addition to, and not in lieu of, other remedies that may be available to FORMICA.

11. NON-ASSIGNABILITY. This contract is not assignable or transferable by either party, except to its successor or to the transferee of all or substantially all the party’s assets to which this contract relates.

12. RETURNABLE CONTAINERS. Returnable containers (if any) shall remain the property of FORMICA. BUYER shall maintain them in good condition and not use them to hold any other products.

13. GOVERNMENTAL LAW AND REGULATIONS. FORMICA and BUYER each agree, to the extent applicable to their respective obligations hereunder, to comply with the applicable laws, rules, regulations, executive orders, priorities, ordinances and restrictions now or hereafter in force.

14. CANCELLATION. If BUYER has and exercises a right to terminate any order, BUYER shall pay the costs incurred by FORMICA up to the date of termination, including, but not limited to, the costs to manufacture the subject products or the costs to return or cancel any products ordered from a third party.

15. MISCELLANEOUS. (a) No waiver by FORMICA of any of term, condition or breach by BUYER shall constitute or be deemed to be a waiver of any other term, condition or breach of any other instance of noncompliance with the same term or condition or any other such breach, whether prior or subsequent thereto. No waiver shall be deemed to occur as a result of the failure of any party to enforce any contractual term or condition.

(b) Each provision hereof shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision hereof shall be unenforceable, such provision shall be ineffective only to such extent, without otherwise invalidating such provision or any other provisions hereof. The paragraph headings are for convenience only.

(c) BUYER shall have no right of setoff, and no deduction of amounts due from BUYER to FORMICA shall be made without FORMICA’S express written approval.

(d) FORMICA reserves the right to make changes in and additions to the general terms and conditions. FORMICA will inform BUYER of any change or addition.

16. GOVERNING LAW AND DISPUTE RESOLUTION.

Your agreement with FORMICA as well as the transactions contemplated hereby and any dispute or claim arising out of or in connection with this contract shall be exclusively governed by and construed in accordance with the laws of the country where the FORMICA selling entity is based, without regard to any conflict of law rules. You agree to irrevocably consent and submit to the exclusive jurisdiction of the competent court in the city where such FORMICA selling entity is located. Applicability of the United Nations Convention on Contracts for the International Sale of Goods is excluded.