

STANDARD TERMS AND CONDITIONS OF SALE

- 1. GENERAL PROVISIONS.** These Standard Terms and Conditions of Sale (these "T&Cs") shall govern the purchase of any goods by buyer (together with its successors, heirs, affiliates and subsidiaries, collectively, "Buyer") from The Sherwin-Williams Company (together with its successors, heirs, affiliates and subsidiaries, collectively, "Seller") in the United States and Canada. In the event a written supply agreement is executed by authorized representatives of Buyer and Seller, such agreement shall supersede these T&Cs to the extent of any conflict with these T&Cs. Absent such a written supply agreement executed by both Buyer and Seller, these T&Cs, along with the provisions contained within the Seller's invoice, constitute the final, entire and exclusive agreement between Buyer and Seller concerning the sale of goods by Seller to Buyer, and supersede all prior oral and written agreements and understandings (whether express or implied, including those implied by law, through usage of trade, course of performance or course of dealing). Any attempted modification of these T&Cs by Buyer, and any additional or different terms included in Buyer's purchase order or other document submitted by Buyer to Seller are hereby rejected (even if such purchase order or other document is accepted by Seller). Buyer's acceptance, payment for, or use of goods delivered by Seller constitutes its acceptance of these T&Cs. Any modification or addition to these T&Cs must be in writing and signed by authorized representatives of both Buyer and Seller. Seller reserves the right to reject any purchase order for goods submitted by Buyer.
- 2. PRICES, TAXES AND PERMITS.** Prices for the goods shall be the prices set forth on Seller's price list in effect at the time of purchase, unless otherwise agreed to in writing by Seller and Buyer. Payment for such goods shall be made in the currency set forth on the invoice. Prices exclude all taxes, fees and duties, which exclusions include, without limitation, all: (a) sales, use, franchise, license, excise, VAT and other taxes; (b) export or import duties and; (c) inspection fees, all of which shall be paid by Buyer unless a proper exemption certificate is furnished. All prices are subject to change by Seller without notice.
- 3. TERMS OF PAYMENT.** Buyer agrees to pay for all goods ordered by Buyer in full, without offset or deduction, at the prices, quantities, and payment terms specified on Seller's invoice. Seller may extend credit to Buyer in Seller's sole and absolute discretion, and Seller reserves the right to modify such credit terms at any time or require payment in full prior to shipment. Time of payment is of the essence and all sums not paid when due shall bear interest at the highest interest rate permitted to be charged under applicable law. Buyer shall also reimburse Seller for all costs, charges and expenses (including collection costs and attorneys' fees) incurred by Seller in collecting any past due balances or other amounts owed to Seller by Buyer. In the event of Buyer's failure to pay any sum when due, or in the event that Seller incurs any collection costs, charges or expenses, any amounts paid by Buyer shall first be applied against interest accrued, then against collection costs and finally to the goods purchased.
- 4. DELIVERY, TITLE AND RISK OF LOSS.** Unless otherwise agreed to by Seller, all goods shall be shipped F.O.B. Seller's facility, freight prepaid and added to invoice. Buyer shall reimburse Seller for extra freight charges, special packaging, and incidental costs incurred for goods shipped at Buyer's request by means other than Seller's customary shipping methods. The time of delivery is not of the essence, and Seller shall not be liable or responsible for any costs, charges, expenses, damages or for any penalty, liquidated or otherwise, for late or delayed delivery. All shipping dates are approximate and are, in any case, dependent upon prompt receipt from Buyer of all information necessary for the proper execution of Buyer's purchase order and subject to Seller's confirmation.
- 5. PRODUCT RETURNED FOR CREDIT.** In no case are goods to be returned to Seller for credit without prior written authorization by Seller in accordance with Seller's standard return policy. Payment for any goods returned without prior authorization will remain the responsibility of Buyer, and Seller shall have no responsibility related thereto. Buyer acknowledges and agrees that custom goods manufactured for Buyer pursuant to a purchase order, forecast, or other request must be purchased by Buyer and cannot be returned. In the event Buyer does not request shipment of such custom manufactured goods within ninety (90) days after manufacturing date, Seller is authorized by Buyer to ship and invoice Buyer for such goods, and Buyer shall pay for such goods in accordance with these T&Cs.
- 6. INSPECTION AND CLAIMS.** All goods must be inspected by Buyer immediately upon receipt. In the event the goods are found to be non-conforming or otherwise not delivered in accordance with the terms of these T&Cs, then Buyer shall notify Seller of such defect within ten (10) days after Buyer's receipt of goods. A failure to notify Seller that goods delivered by Seller are non-conforming within such ten (10) day period shall constitute a waiver of such a claim. Upon receipt of such a notice, Seller will be afforded a reasonable opportunity to investigate the claim and to correct the non-conformance or repair or replace, at Seller's option, the non-conforming goods.
- 7. WARRANTIES.** Seller warrants to Buyer that as of the date of shipment: (a) the goods manufactured by Seller shall conform to Seller's then-current quality control specifications for manufacturing such goods; (b) the goods shall be subject to

any label warranty affixed to the container or packaging of such goods; (c) Seller has good title to such goods; and (d) such goods are free and clear of all liens and encumbrances created by Seller. The above warranties extend only to Buyer. Except for an express written limited warranty signed by an authorized representative of Seller, no other statement or warranty, written or oral, including statements in any marketing brochure or promotional literature, shall be binding upon Seller. **SELLER SPECIFICALLY DISCLAIMS ALL OTHER EXPRESS OR IMPLIED WARRANTIES, WHETHER ARISING BY OPERATION OF LAW OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

8. **LIMITATION OF LIABILITY.** IN NO EVENT SHALL SELLER BE LIABLE TO BUYER OR ANYONE CLAIMING THROUGH BUYER FOR ANY INDIRECT, EXEMPLARY, PUNITIVE, SPECULATIVE, CONSEQUENTIAL, SPECIAL OR INCIDENTAL DAMAGES, LOSS OF PROFITS, LOSS OF USE, PENALTIES OR DEMURRAGE, WHETHER OR NOT BASED UPON SELLER'S NEGLIGENCE, BREACH OF WARRANTY, BREACH OF CONTRACT, STRICT LIABILITY, TORT OR ANY OTHER CAUSE OF ACTION, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. SELLER'S SOLE LIABILITY AND THE EXCLUSIVE REMEDY OF BUYER OR ANYONE CLAIMING THROUGH BUYER FOR ANY CAUSE OF ACTION ARISING IN CONNECTION WITH THE GOODS, INCLUDING BUT NOT LIMITED TO, THE RECOMMENDATION, PURCHASE, SHIPMENT, STORAGE, HANDLING, OR USE OF THE GOODS IS EXPRESSLY LIMITED TO, AT SELLER'S OPTION, REPLACEMENT OF THE NON-CONFORMING GOODS OR A REFUND OF THE PURCHASE PRICE THEREOF.
9. **SERVICE DISCLAIMER.** From time to time Seller may approve or make a recommendation or a referral of a painting applicator trained or experienced in applying Seller's goods. In addition, Seller may make available technical service personnel to provide consultations and advice to Buyer regarding the application of the goods. **BUYER ACKNOWLEDGES AND AGREES THAT ANY TECHNICAL ADVICE FURNISHED OR RECOMMENDATIONS MADE BY SELLER OR ITS REPRESENTATIVES CONCERNING AN APPLICATOR OR THE APPLICATION OF GOODS ARE PROVIDED WITHOUT CHARGE AND ON AN "AS IS" BASIS. SELLER MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND REGARDING SUCH ADVICE AND ACCEPTS NO LIABILITY ARISING THEREFROM, NOTWITHSTANDING ANY REPRESENTATIONS MADE BY SELLER OR ITS REPRESENTATIVES TO THE CONTRARY. BUYER AND/OR ITS APPLICATOR SHALL BE SOLELY RESPONSIBLE FOR THE PROPER APPLICATION OF THE GOODS AND BUYER SHALL INDEMNIFY, DEFEND, AND HOLD SELLER HARMLESS FROM ANY LIABILITY ARISING OUT OF THE HANDLING, STORAGE, USE AND/OR APPLICATION OF THE GOODS.**
10. **FORCE MAJEURE.** Seller will not be liable or deemed to be in breach of these T&Cs for any delay or failure to perform any or all of its obligations by reason of fire, explosion, accidents, hurricanes, tornados, flood, unusually severe or abnormal weather, war or threat of war, riots or civil commotion, acts of terrorism, acts of God, act of any governmental authority or agent, interruption of or delay in transportation of goods, labor disputes, shortage of materials or raw materials, inability to obtain raw materials at a reasonable price or any other circumstance or event beyond the reasonable control of Seller. If Seller is rendered unable by force majeure to carry out any or all of its obligations under these T&Cs, then Seller shall give notice to Buyer, and upon the giving of such notice the obligations of Seller shall be suspended as may be necessary under the circumstances.
11. **INTELLECTUAL PROPERTY RIGHTS.** All intellectual property rights related to the goods are the sole and exclusive property of Seller. Buyer shall not receive any intellectual property ownership or licensing rights with respect to intellectual property related to the goods. Buyer shall not analyze or otherwise examine, or allow to be analyzed or examined, any of Seller's goods for the purpose of reverse engineering the formulations for such goods. Buyer shall not repackage the goods or remove any trademarks or copyright notices from the goods, without the express written consent of Seller. Buyer shall not use or seek to register any trademark which is identical to or confusingly similar to any trademark which Seller owns or claims rights in anywhere in the world.
12. **PRODUCT MODIFICATIONS.** Except to the extent contemplated in a written agreement entered into between Seller and Buyer, all goods sold to Buyer are sold for end-use by Buyer. In the event Buyer modifies, reconfigures, relabels, or repackages the goods, then the goods shall be sold under Buyer's label, any limited warranty offered by Seller to Buyer shall be invalidated, and Buyer shall be solely responsible for ensuring the goods comply with all applicable laws and regulations.
13. **CONFIDENTIALITY.** Buyer shall maintain all non-public information relating to Seller, the goods and/or the purchase of goods from Seller in strict confidence and shall not disclose such information to any person, corporation, firm or entity except as required by law. The foregoing obligation shall be in addition to any confidentiality agreement executed by Buyer and Seller regarding the exchange of technical data or business information between the parties.

14. **INDEMNIFICATION.** To the extent permitted by applicable law, Buyer shall indemnify, defend, and hold Seller harmless from and against any and all actual, alleged, or threatened claims, liabilities, and costs and expenses (including attorneys' fees) resulting from or arising out of any actual or alleged acts or omissions of Buyer, including, without limitation, the operation of its business, the transportation, handling, storage, repackaging, relabeling, modification, distribution, sale, use, application and/or disposal of the goods or any breach of these T&Cs.
15. **AUDIT.** Unless permitted by Seller in its sole discretion, Buyer shall have no rights to audit or inspect Seller's facilities, records, and/or operations. In the event Buyer requests to audit or inspect Seller's facilities, records, and/or operation, and such request is granted by Seller, then the audit shall be conducted at Buyer's sole expense and Seller shall exclusively control the conditions, scope and parameters of such audit, including the time and location.
16. **REGULATED PRODUCTS.** Buyer acknowledges that the goods are subject to various federal, state, provincial, and local laws, rules, and regulations and that the goods are labeled for end-use within the jurisdiction in which the goods are delivered to Buyer. In the event Buyer exports or otherwise ships or sells the goods outside of the jurisdiction of delivery, then Buyer shall be solely responsible for complying with all applicable laws, rules, regulations, chemical inventory registrations, and labeling and licensing requirements, and shall be responsible for related costs, expenses, taxes, fees, and duties.
17. **COMPLIANCE WITH LAWS.** Buyer shall comply with all applicable laws regulations and orders ("Laws"), including, without limitation, all Laws in any way relating to Buyer's purchase, ownership, transportation, receipt, handling, exportation, storage, processing, alteration, repackaging, relabeling, tinting, use, application, disposal or resale of the goods once the goods have been shipped to Buyer.
18. **RESPONSIBLE PRACTICES.** Buyer acknowledges that Seller has furnished or made available, or will furnish or make available upon request, product literature or information, such as Safety Data Sheets, Product Data Sheets, and labels that include warnings, safety and health information related to the goods furnished hereunder. Buyer shall: (a) familiarize itself with all such information; (b) adopt and follow safe handling, storage, transportation, use, treatment and disposal practices with respect to the goods, including, without limitation, special care and practices relating to Buyer's use of the goods; (c) instruct its employees, independent contractors, agents and customers of the precautions and safe use practices required in connection with the unloading, handling, storage, use, transportation and disposal of the goods furnished hereunder (including, without limitation, information contained in Seller's most current Safety Data Sheets or Product Data Sheets); and (d) comply with applicable safety and environmental laws and take action necessary to avoid spills or other dangers to persons, property or the environment. In the event the goods are intended for professional use only, Buyer represents and warrants to Seller that Buyer is a professional user (or if Buyer is a reseller, that the end user will be a professional user) experienced and knowledgeable regarding how to properly and safely handle, store, dispose of, and use such goods. Buyer shall indemnify, defend and hold Seller harmless against any and all third-party causes of action, claims, liabilities, losses, costs, damages and expenses (including, without limitation, attorney's fees and expenses) to the extent arising out of Buyer's failure to comply with any of its commitments, representations and/or warranties under this paragraph.
19. **POLICIES.** Seller shall not be bound or required to comply with any code of conduct, sustainability, or other policies of Buyer. Seller shall use commercially reasonable efforts to comply with its own corporate policies, which can be found at www.sherwin.com; provided, however, that Seller shall under no circumstances be liable directly or indirectly to Buyer or to any third party for Seller's failure to comply with its corporate policies.
20. **DISPUTE RESOLUTION.** Except with respect to collection efforts of Seller, any dispute or controversy arising under or in connection with the purchase of goods by Buyer from Seller shall be settled exclusively by arbitration in accordance with the rules of the American Arbitration Association (the "AAA") then in effect. Such arbitration shall be conducted by a single arbitrator in Cleveland, Ohio. Any party may initiate arbitration of any dispute under these T&Cs by giving written notice to the other party of the commencement of arbitration proceedings. Within ten days after receipt of notice initiating arbitration, Seller and Buyer shall select the arbitrator from a list of arbitrators provided by the AAA office serving Cleveland, Ohio. If Buyer and Seller are unable to agree on the arbitrator, the arbitrator shall be selected by AAA. Seller and Buyer shall share equally the costs of the arbitrator, unless the arbitrator determines otherwise. Seller and Buyer shall direct the arbitrator to render a written decision within 30 days after the conclusion of all oral testimony. The then-current commercial arbitration rules of the AAA shall govern the conduct of any arbitration proceeding. Notwithstanding anything to the contrary contained herein, either party shall have the right to obtain injunctive relief, which relief shall be brought exclusively in state or federal court in Cleveland, Ohio, to protect any rights or property of such party pending determination of the merits of the controversy. The arbitrator shall have the authority to order payment of damages, reimbursement of costs (including attorneys' fees), including those incurred to enforce these T&Cs, and interest thereon in the event the arbitrator determines that a breach hereof has occurred. A decision by the arbitrator shall be final and binding. Judgment shall be entered on the arbitrators' award.

21. **APPLICABLE LAW; JURISDICTION; VENUE.** These T&Cs shall be governed by the laws of the State of Ohio, without reference to conflicts of laws principles. If any action is brought for the arbitrability of any dispute or enforcement of an arbitrator's order, venue for such action shall be in Cleveland, Ohio, and each party irrevocably and unconditionally (i) consents and submits to the exclusive jurisdiction and venue of the state and federal courts located in Cleveland, Ohio, (ii) waives the right to trial by jury, and (iii) consents to service of process by first class certified mail or overnight delivery. Such courts, as applicable, shall have personal jurisdiction with respect to such party, and such party hereby submits to the personal jurisdiction of such courts.
22. **MISCELLANEOUS.** Buyer may not assign any rights nor delegate any obligations under these T&Cs without Seller's prior written consent. Any assignment or attempted assignment in contravention of the foregoing shall be null and void, and shall permit Seller, in addition to other rights it may have, to terminate all purchase orders. Seller may assign any of its rights or obligations hereunder. If any portion of these T&Cs is held invalid or unenforceable, such portion shall be severed from the remaining parts and such holding will not affect the validity and enforceability of any other provision contained herein. Seller may amend or change these terms at any time upon reasonable notice to Buyer, including by posting updated versions on Seller's website(s). Failure of Seller to enforce any of the provisions of these T&Cs will not be construed to be a waiver of any provisions hereunder nor will any such failure prejudice the right of Seller to take any action in the future. Any waiver must be made in writing and signed by Seller. In the event that these T&Cs are translated into any language other than English, if any conflict exists between the original and the translation, the English language version will prevail.