



## JAMES HARDIE BUILDING PRODUCTS INC. TERMS AND CONDITIONS

1. These terms and conditions constitute a binding agreement (the "Agreement") between James Hardie Building Products Inc. (the "Buyer") and the Seller, as listed on the purchase order ("Order"), and apply to all purchases of goods, materials, items or equipment and supply and/or products ("Products") and/or services ("Services" and together with the Products, "Ordered Items"). Any additional, different, or inconsistent terms or conditions contained in any form, acknowledgment, acceptance, or confirmation used by Seller are hereby objected to and rejected. Buyer and Seller are each a "Party" and collectively "Parties" under this Agreement. This Agreement only applies to transactions that do not have a written agreement, duly executed by both Parties. If there is such an agreement, then those terms shall be the terms that govern the relationship of the Parties. Seller will provide certain Ordered Items, each as may be further described on a quote, proposal, statement of work, or similar document. Buyer's acceptance of any document issued by Seller, is subject to Seller's acceptance of this Agreement. If there is any conflict or inconsistency between this Agreement and any Order, this Agreement will control, except with respect to specific payments to be made, as agreed, and delivery. No addition or modification to this Agreement shall be binding unless agreed to in writing and signed by an authorized representative of each Party. If Buyer and Seller conduct electronic transactions, whether by a portal, electronic data interchange, or otherwise, Seller agrees that (a) this Agreement is incorporated into and exclusively governs each and every such transaction; (b) any click-through terms and conditions or terms and conditions otherwise incorporated by reference in any Seller portal, electronic data interchange, or otherwise are hereby rejected by Buyer and shall have no effect; and (c) Seller shall not contest any contract of sale resulting from an electronic transaction under the provisions of any law relating to whether agreements must be in writing or signed by the party to be bound thereby. Anything that may be called for in specifications and not shown on drawings; or shown on drawings and not called for in specifications, shall be of like effect as if called and shown in both. Except as otherwise expressly provided for herein, in the case of express conflict between drawings and specifications, specifications shall govern. In the event Seller discovers any ambiguities or discrepancies in specifications, drawings or other documents forming a part of the purchase order, Seller shall immediately submit the matter to Buyer for his determination and shall comply with the determination of the Buyer in such matter.

2. Shipment and Delivery; Alternate Source. All Products must be (i) suitably packed or otherwise prepared by Seller for shipment to prevent damage, to obtain the lowest transportation and insurance rates, and to meet the carrier's requirements, and (ii) shipped in accordance with Buyer's instructions. Expenses incurred due to failure to comply with these terms are the responsibility of Seller. Title to Products remains with Seller until receipt by Buyer of conforming Products at the required destination. Delivery terms are DPU location specified by buyer per INCOTERMS 2020 if shipment is domestic and FCA location specified by buyer per INCOTERMS 2020 if shipment is international. Time is of the essence for all deliveries and services that specify a time for performance. Deliveries are to be made only in the quantities and at the times specified by Buyer. If delivery is not expected to be made on time, Seller must immediately notify Buyer and take reasonable steps, at its cost, to expedite delivery. Buyer may cancel any order if delivery is not made on time or if notice is given that a delivery is expected to be late. Buyer may reject any delivery or cancel all or any part of any Ordered Items if Seller fails to make delivery in conformity with the terms and conditions of the Agreement including, without limitation, any failure of Products to conform to the specifications, designs and performance criteria provided by Seller or otherwise attached by Buyer in writing in connection with the Ordered Items (collectively, "Specifications"). Buyer's acceptance of any non-conforming delivery shall not constitute a waiver of its right to reject future deliveries. If Seller (i) fails to supply Products, (ii) fails to supply Products meeting Specifications, or (iii) fails to meet Buyer's delivery schedules and delivery requirements, and Seller does not provide a comparable quality substitute (for which substitution Seller must assume any expense and price differential), then Buyer may, in its sole discretion, purchase Products from another supplier as an alternate source as Seller as Buyer deems necessary. In such event, Seller shall reimburse Buyer for any additional costs and expenses incurred by Buyer in purchasing Products from such other supplier as an alternate. Upon identification and notification of defective Products or nonconforming shipments, Buyer shall receive full credit either for scrap or return, which credit will include full costs paid to Seller, together with shipping, processing and related costs, if applicable.

3. Prices; Payment. Prices for all Ordered Items will be as stated in Buyer's purchase order. In no event will the prices charged by Seller under this Agreement, or allocation of quantities of Ordered Items, be less favorable than what Seller affords its other customers purchasing similar or lesser quantities of the Ordered Items. Any breach of the immediately foregoing sentence shall entitle Buyer to a retroactive payment or credit to Buyer for any lower price charged by Seller. Unless otherwise specified in the purchase order, prices include all packaging, transportation costs to the delivered location, insurance, customs duties and fees and applicable taxes, including all sales, use or excise taxes. Payment terms for all Ordered Items will be as stated in the purchase order. Buyer shall be entitled to set off any amounts owing at any time from Seller to Buyer or to any of its

affiliated companies against any amount payable at any time by Buyer or such affiliates to Seller in connection with the Agreement. Unless otherwise specified in the purchase order, payment shall be made within 60 days after receipt of Seller's duly signed and correct invoice and other documentation as required in this order, provided that payment (any payment or final payment in the case of progress payments) will not be made until seller has fully complied with all conditions of the purchase order, such as, but not limited to: a) providing signed acceptance copy of the purchase order; b) providing all required Seller data; and c) delivery of all Ordered Items. Buyer reserves the right at any time to make changes in the purchase order or any part of the thereof. If such changes cause an increase or decrease in Seller's cost or an alternation in the delivery time, an equitable adjustment shall be agreed by the Buyer and Seller in writing. Seller must invoice Buyer no later than 90 days after Buyer's receipt of Ordered Items. Failure to submit an invoice after 90 days may result in nonpayment.

4. Inspection/Testing. Payment for the Ordered Items does not constitute acceptance. Buyer has the right to inspect and test all Ordered Items and to reject any or all Ordered Items that are in Buyer's judgment defective or nonconforming. Such inspections and tests may occur upon or reasonably after delivery at Buyer's location and/or prior to delivery and at Seller's location. If such inspection or testing occurs at Seller's location, then Seller agrees to, at no additional cost to Buyer, provide reasonable access to Buyer and its representatives to Seller's premises and key personnel and reasonable assistance in the inspection or testing of the Ordered Items then in production. Buyer reserves the right to perform multiple inspections and tests and to charge Seller for the additional costs of supplemental inspections and tests following repeated rejections, defects or non-conformance. Buyer may request, at its option, repair or replacement of rejected Ordered Items or a refund of the purchase price. The making of or failure to make any inspection of or payment for Ordered Items shall in no way impair Buyer's right to reject non-conforming or defective Ordered Items, or otherwise affect Seller's obligation under the purchase order; neither shall it constitute acceptance by Buyer of the Ordered Items, notwithstanding the Buyer's opportunity to inspect the Ordered Items or Buyer's knowledge of the non-conformity or defect, its substantiality or ease of its discovery, nor Buyer's failure to earlier reject the Ordered Items.

5. Confidentiality and Proprietary Rights. Any specifications, drawings, sketches, models, samples, tools, technical information, methods, processes, techniques, shop practices, plans, know-how, trade secrets, or data, written, oral or otherwise provided directly, indirectly, or incorporated within information provided by Buyer (collectively, the "Information") to Seller under, or in contemplation of, the Agreement remain Buyer's property. All copies of such Information, in written, graphic or other tangible form, must be immediately returned to Buyer upon its request. The Information shall be kept confidential by Seller, shall be used only in the fulfillment of Seller's obligations under the Agreement, and may be disclosed or used for other purposes only upon such terms as may be agreed upon between Buyer and Seller in writing. In the event Buyer and Seller have entered into a confidentiality agreement in regard to the transfer of Information, the terms of such agreement shall govern. If Seller conceives or develops, either jointly with others or with Buyer, any invention, improvements, ideas, concepts, designs, materials or the like ("Developments"), whether or not they can be patented, copyrighted, or trademarked, which are (a) based on or results from access to Buyer's Information, or (b) related to or resulting from a commercial relationship with Buyer, Seller agrees to assign and does hereby assign to Buyer (or a designated affiliate) all of Seller's worldwide rights, title, and interest to the Developments. Drawings and other technical documentation supplied by Buyer, as well as drawings prepared therefrom shall be the exclusive property of Buyer and must not be used for other purposes, copied, or disclosed to a third party, unless required under this purchase order and then only under written confidentiality obligations at least as restrictive as under the purchase order. Seller undertakes to ensure that such third party also uses them only for authorized purposes. Seller shall be liable for any loss suffered by Buyer in consequence of failure to observe these provisions.

6. Warranties. Seller represents and warrants that: (a) all Ordered Items and Seller's performance under the Agreement will (i) conform to all applicable drawings, specifications, descriptions, and samples furnished to or supplied by the Seller, (ii) will be new and in accordance with the latest state of technology, be free from defects in design, material, and workmanship and be fit for their intended purpose and operate as intended, (iii) be merchantable and (iv) be in compliance with all then applicable laws (whether foreign or domestic); (b) the Ordered Items (including packaging, labeling and documentation) do not infringe upon or violate any intellectual property, right of privacy or other proprietary or property right of any third party; (c) all Products are free and clear of any liens, security interests or other encumbrances; (d) all Services will be performed in a timely, professional and workmanlike manner; and (e) it has complied and shall comply with all laws applicable to its performance under the Agreement. These warranties survive any delivery, inspection, acceptance or payment of or for the Ordered Items by Buyer. These warranties are cumulative and in addition to any other warranty provided by law or equity. Without limitation to the other remedies available to Buyer under this Agreement, if Buyer gives Seller notice of noncompliance with this Section, Seller shall, at its own cost and expense, promptly replace or repair the defective or nonconforming

Products and pay for all related expenses, including, but not limited to, packaging and transportation charges for the return of the defective or nonconforming Products to Seller and the delivery of repaired or replacement Products to Buyer. Unless otherwise specified in the Order, any Products or Services are warranted not to fail within one (1) year after being placed in regular use by Buyer and otherwise fail to conform to Order requirements. All Products and Services repaired or replaced and the associated services performed, pursuant to the foregoing warranty, shall in each case be warranted by Seller in accordance to the foregoing warranty for an additional period of one (1) year from the date of completion of repair, replacement or reperformance. Warranties shall further be extended to other parts working in association with the replaced component for the same duration.

7. Termination. Buyer may terminate the Agreement in whole or in part upon thirty (30) days' written notice to Seller. If Seller defaults in the performance of its obligations under the Agreement and is unable to cure the default within fifteen (15) days following notice of the default, Buyer may terminate the Agreement upon written notice. If Buyer terminates due to the default of Seller, Buyer shall have no liability to Seller for any custom materials or Products of Buyer's Specifications regardless of whether merchantable to others in the ordinary course of business. Any termination by Buyer is without prejudice to any claims for damages or other rights or remedies of Buyer. Buyer may, at any time by written notice to Seller, suspend performance under this Agreement. Said notice of suspension shall specify the date of suspension and the estimated duration of the suspension. Upon receiving notice of suspension, Seller shall promptly suspend further performance of the purchase order to the extent specified, and during the period of suspension, shall properly care for and protect all work in progress and any Ordered Items Seller has on hand for performance of this purchase order. Buyer may, at any time by written notice to the Seller direct the Seller to proceed with the purchase order. Such notice shall specify the extent of and the date on which performance is to recommence. Seller shall resume diligent performance of that portion of Ordered Items for which suspension is withdrawn on the date specified. If Seller believes that any suspension justifies modification of the purchase order price. Seller shall promptly submit a written claim to Buyer for such modification. Seller's claim for modification of the price shall be supported by invoice, payroll or other documentation satisfactory to Buyer supporting the additional costs claimed as a result of the suspension. Upon Buyer's verification of such additional costs, Buyer and Seller shall agree upon an adjustment in the purchase order price based on such costs as full compensation to Seller for the suspension. In no event shall Seller be entitled to any prospective profits or any damages because of the suspension. Buyer may, at any time, cancel for its convenience further performance of all or any separable part of the purchase order by written notice to Seller. On the date of such cancellation stated in said notice, Seller shall: a) discontinue all activities to complete the purchase order activities as specified; b) make every reasonable effort to cancel all existing Seller's orders or contracts relating to the purchase order on terms satisfactory to Buyer; c) preserve and protect materials on hand, purchased for or committed to the purchase order, work in progress and completed work in its own and its supplier's premises, or dispose of same in accordance to Buyer's instructions. Buyer and Seller shall promptly agree on a cancellation settlement, based on that portion of the purchase order satisfactorily performed to the date of cancellation. Included in such settlement shall be reimbursement for reasonable overhead and profit on the purchase order, reasonable and necessary expenses resulting from the cancellation, as substantiated by documentation satisfactory to and verified by Buyer, and disposition of work and material on hand. Amounts previously paid by Buyer shall be offset against amounts determined to be due. Seller shall not be entitled to any prospective profits or damages because of the cancellation.

8. Indemnity. Seller shall defend, indemnify and hold harmless Buyer and its affiliates, and their respective officers, employees and agents against all claims, damages, liability, losses, fines, or judgments, including costs, attorney fees, and other expenses, relating to or arising out of (a) Seller's breach of the Agreement; (b) death or injuries to persons or property due to Seller's breach of the Agreement or its negligence or willful misconduct; (c) the failure of the Products or Seller's performance of the Services to comply with the requirements of the Agreement, (d) infringement or misappropriation of a third party's patent, copyright, trademark, trade secret or other intellectual property right by any Products (including packaging, labeling and documentation) or Services or (e) losses arising from any Product recall or Catastrophic Defect as set forth in Section 9, or f) laborer's and/or mechanics liens or claims arising from the performance of Seller's work, and shall keep the premises of Buyer (or any other owner) free from all such claims, liens and encumbrances. Seller waives all rights of lien against the property and premises of Buyer or the owner. In connection with its indemnification obligations pursuant to this Agreement, Seller shall not enter into any settlement without Buyer's prior written consent.

9. Catastrophic Defects/Recall. Seller shall indemnify Buyer or its designated third-party service provider for all costs and expenses of parts, labor, administrative costs, service costs, shipping costs, replacement product costs and other expenses (including attorneys' fees and expenses) related to or arising from a Catastrophic Defect, Product recall or Product field fix. "Catastrophic Defect" will be deemed to occur when: (a) the representations and warranties set forth in Section 6 are breached with respect to (i) 3% or more of the Products shipped within any three-month period, or (ii) 1% of the Products shipped within the first six months of the initial agreement between Seller and Buyer;

(b) the return and exchange rate of the Product sold by Seller to Buyer is in excess of the category average for the Product, as determined by Buyer's records; (c) a single or single group of defects in a Product (any manufacturing defect that affects the Product cosmetically or functionally) is determined by Buyer to impact more than 10% of such Products; (d) a Product (including any service parts, replacement parts, spare parts, assemblies and tools required for servicing Products) recall is necessary in the reasonable opinion of Buyer or Seller; or (e) the Product should be pulled from the marketplace to comply with applicable law as determined by Buyer in its sole discretion (including but not limited to, cases of a voluntary or mandatory product safety recall).

10. Insurance, Limitation of Liability. Seller shall at all times maintain commercial general liability insurance, including products and completed operations liability, with limits and in the form customary in the industry or as requested by Buyer. Seller shall have Buyer added as an additional insured on the commercial general liability, auto, errors & omissions, cyber, and umbrella/excess liability insurance policies and shall furnish Buyer with a certificate of insurance that includes a waiver of subrogation. Seller shall, for its account, insure the Products for the total purchase order value up to the risk of loss of the Ordered Items. In no event shall Buyer's aggregate liability for any loss or damage arising out of or in connection with or resulting from the Agreement exceed the price allocable to the Ordered Items or unit thereof which gives rise to the claim. No lawsuit may be brought on account of any breach by Buyer unless the suit is instituted within two years of the date of the breach.

11. Governing Law. This Agreement is governed by, and construed in accordance with, the laws of the State of Illinois without giving effect to any conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than those of the State of Illinois. Buyer shall have all rights and remedies granted it by the Uniform Commercial Code, without exclusion or limitation. Buyer's rights under the Agreement are cumulative and are in addition to any other legal or equitable remedies it may have against Seller. The parties hereby irrevocably consent to exclusive jurisdiction of, and venue in, State or Federal court in Cook County, Illinois.

12. Compliance Matters. Seller must comply with all Buyer policies applicable to Seller, including the Buyer's Global Supplier Code of Conduct, which can be accessed through the URL [ir.jameshardie.com.au/governance/governance-library](http://ir.jameshardie.com.au/governance/governance-library). Seller must comply with all applicable statutes, laws and regulations ("Laws"), including without limitation, all applicable labor, environmental, health and safety, trade, privacy, and import/export Laws.

13. No Publicity. Seller may not use the name of Buyer in any publicity or advertising and may not issue a press release or otherwise publicize or disclose any information related to the existence of this Agreement, except (a) on the advice of its counsel as required by law; and (b) with Buyer's prior review and written approval.

14. Assignment. Seller shall not assign, transfer, delegate or subcontract any of its rights or obligations under this Agreement without the prior written consent of Buyer. Any purported assignment or delegation in violation of this Section shall be null and void. No assignment or delegation shall relieve the Seller of any of its obligations hereunder. Buyer may at any time assign or transfer any rights or obligations under this Agreement without prior consent.

15. Delays. Buyer and Seller acknowledge the present and ongoing circumstances regarding the novel coronavirus pandemic. Seller represents to the Buyer that it has considered and planned for potential delays under current conditions, including but not limited to planning for the procurement and delivery of supplies and materials so as to not delay the delivery of Ordered Items, and agrees to perform timelines based on all currently available information concerning the pandemic, including but not limited to all supply chain issues known or reasonably foreseeable, and relevant health and safety regulations and restrictions. In the event Seller contends that changes to laws, rules, orders, or regulations by any governmental authority will impact delivery, Seller must promptly notify Buyer in writing with a description of the potential impacts and then prioritize Buyer in the allocation of any delivery and sale of Ordered Items.

16. General. The invalidity of any provision contained in the Agreement will not affect the validity of any other provision. Buyer's failure to insist on performance of any term or condition or to exercise any right or privilege shall not waive any such term, condition, right or privilege. The provisions contained herein constitute the entire agreement and supersede all previous communications, representations, and agreements either verbal or written between the parties herein with respect to the subject matter hereof. The Agreement may be amended or modified only by a written instrument separately signed by Buyer or Seller.