

AGREEMENT

between

Würth International AG

Aspermontstrasse 1
CH-7004 Chur / Switzerland

(hereinafter referred to as "WINT-CH")

and

[Supplier]

[Supplier address]
[zip code + city / country]

(hereinafter referred to as "Supplier/Producer")

on

Safety data sheets and hazardous substances management of the Würth Group

Preamble

The Würth Group obtains products from the Supplier/Producer that are subject to statutory regulations which require that industrial and commercial users are provided with safety data sheets for hazardous substances and preparations.

3E Europe GmbH, a company belonging to the 3E Group, based in Markdorf DE (hereinafter referred to as "3E"), has been assigned the task within the Würth Group of compiling and making available the requisite current data and the documentation relating to product safety, as well as to the transportation of the said hazardous goods, and for the continuous upkeep and up-dating of the said data (hereinafter referred to as "service") for the Würth Group, wherever relevant.

1. 3E Services

3E collects the requisite data for the processed material within WINT-CH and all other member companies of the Würth Group (hereinafter jointly referred to as "Würth") and produces the relevant safety data sheets, the safety instructions for the labeling of hazardous goods and the dangerous goods data, moreover 3E is responsible for the continuous upkeep and updating of the said data, 3E will consequently undertake data-provision in the specialized form and provide the requisite information so that Würth can apply it directly in its business processes.

In order to be able to provide these services 3E will need to source safety data sheets as well as any other necessary information (such as formulas/recipes) from the Supplier/Producer. 3E guarantees in writing the confidential treatment of all and any composition data made available to them, also especially with regard to Würth, and will take the necessary measures to do so in the process (Confidentiality Agreement).

Should 3E not be provided with the data requested from the Supplier/Producer or in the case where the data provided does not meet the prescribed qualitative or quantitative standards, thus rendering 3E unable to produce the safety data sheets, 3E is to inform Würth of this immediately.

2. Duties of the Supplier/Producer

The Supplier/Producer undertakes immediately to provide 3E on request with the specific data for each product supplied to Würth. These are in particular (not an exhaustive list):

- A complete and up-to-date EU-Supplier's safety data sheet for each product in German or English. For products that Würth is supplied with by a Supplier/Producer outside Europe, at least one complete, up-to-date safety data sheet is to be provided in English.
- Full information (composition data) on all substances contained with their proportional weight to 100%, as well as full details of the performance status of the components (e.g. TSCA for the USA and DSL/NDSL for Canada) and, where necessary, any further relevant information on pertinent

characteristics of the components (e.g. identification of substances according to DetVO, OSHA hazards).

- Type of usage and application of the product
- Wherever insufficient information is available for one specific or for several component substances, the Supplier/Producer is to provide 3E on request with a valid safety data sheet from the manufacturer of the product in German or in English.
- Information on personal protective equipment:
 - Respiratory protection (filter device)
 - Hand protection (material, material thickness, permeation time)
 - Eye protection
 - Skin and body protection

A complete list of the requisite data will be provided for the Supplier/Producer on request of the data by 3E (requests for product information and request for a list of items).

The Supplier/Producer undertakes to provide 3E with the requested information within 10 days of receipt of the demand made by 3E. The Supplier/Producer is to notify 3E and WINT-CH immediately of any alteration in the composition of a product or changes made to the product itself. Where changes are made to the raw material data, the Supplier/Producer is obliged to provide 3E immediately with this information in the form of raw material data sheets.

Furthermore, the Supplier/Producer is duty bound to cooperate unconditionally, when 3E contacts the Supplier/Producer at two -year intervals to confirm that the data is completely up-to-date.

The Supplier/Producer is responsible for the correctness of the information provided and is liable for any damages or loss that may occur as a result of missing information or late notification of the same.

The Supplier/Producer is bound by his existing contract with Würth or on the basis of statutory regulation to provide this information. In respect of the product information required by 3E from the Supplier/Producer, it is in the particular interest of the Supplier/Producer to keep this information secret. The obligatory Confidentiality Agreement takes this into account.

The Supplier/Producer hereby agrees to compensate 3E for those services it carries out on behalf of Würth at the rates set out on the pricelist given below. With the invoice the Supplier/Producer will receive a detailed overview with a list of the products to be dealt with. **For invoicing purposes the Supplier/Producer will provide Würth with all the necessary information the company requires for correct submission of its bill, especially the project or order number, billing address, and details of the recipient.**

In collaboration with 3E and the firm of GBK, office for the transport of hazardous substances, GmbH in Germany, Würth also runs a 24/7 emergency call service, which the Supplier/Producer is to contact should an emergency situation arise during transportation. The advisory services provided under this number adhere to international requirements e.g. those of the International Maritime Organization (IMO), the International Air Transport Association (IATA) or any further stipulations such as the DOT/TDG classification regulations. The said emergency service requires that all hazardous material pertaining to WINT-CH be mentioned in the freight documents for all international transportation. The following text is to be displayed clearly and visibly in the transportation documents during any transportation by sea or by air for all hazardous substances of WINT-CH:

Emergency contact number (24/7 service)

GBK/Infotrac ID 101009: (USA domestic) 1 800 535 5053 or International (001) 352 323 3500“

Provided the Supplier/Producer fulfills these requirements, it will incur no costs in relation to this service. Any additional costs which may ensue from an emergency situation as a result of the emergency number being

missing from the transportation documentation and thus their not being informed of the matter, will be born directly by the Supplier/Producer.

3. Compensation and calculation of costs of the services

The calculation of costs for services rendered is carried out and contracted directly with Würth. The services are to be carried out on behalf of Würth on delivery of the data in question. Services are to be compensated as follows:

a) Remuneration for the addition of a new product

- Product in a specified binding compound EUR 500.- per product/compound
- Basic composition with different pigments EUR 500.- per product/colour
- Products consisting of 2 components EUR 500.- per component

b) Remuneration for changes and further recordings

All and any changes made to the constituents (recipe) of a product, or the adoption of an alternative product, which requires a new evaluation of the classification and new product identification, will be treated as a new entry and charged as such.

Examples of costs that may arise:

Various containers:

WURTH KONNECT PREMIUM WOODWORKING ADHESIVE -1GAL	500.- EUR
WURTH KONNECT PREMIUM WOODWORKING ADHESIVE - 5GAL	500.- EUR
WURTH KONNECT PREMIUM WOODWORKING ADHESIVE - 55GAL	500.- EUR

Various pigments (colours):

WURTH THERMOMELT 300 EDGEBANDING ADHESIVE (WHITE)	500.- EUR
WURTH THERMOMELT 300 EDGEBANDING ADHESIVE (NATURAL)	500.- EUR
WURTH THERMOMELT 300 EDGEBANDING ADHESIVE (BROWN)	500.- EUR

4. Other terms and conditions:

Should one or more requirements of this agreement become invalid or unenforceable, the effectiveness of the remaining terms stays intact and the parties are obligated to find a viable solution whereby those elements which have become invalid or inapplicable will be replaced by others which, in their economic effectiveness, reflect them as closely as possible.

This agreement is subject to substantive Swiss Law but with the exclusion of international purchasing rights. In any dispute arising from this contractual agreement, complaint is to be filed with the court within whose jurisdiction the headquarters of WINT-CH lies. WINT-CH, however, retains the right to bring legal action against the Supplier/Producer in any other admissible jurisdiction.

Chur, signed this

Würth International AG

N:	N:
F:	F:
S:	S:

Place, Date:

[Supplier]

N:	N:
F:	F:
S:	S:

(N - Name, R - Role, S - Signature)

1. PLEASE, COMPLETE AND SIGN TWO (2) COPIES OF THIS PRESENT AGREEMENT.
2. ONLY AUTHORIZED SIGNATORIES SHOULD SIGN THIS AGREEMENT.
3. SEND ONE (1) SIGNED COPY TO WÜRTH INTERNATIONAL AG, ASPERMONTSTRASSE 1, CH-7000 CHUR