

SIMALFA[®] Water Based Adhesives

KülKöte[®] Temperature Regulating Technology

TERMS + CONDITIONS



JUNE 14, 2023

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Our Company

Founded in 1993, as an environmental adhesive and coating company.

Our mission from the beginning was to develop environmental technologies that provide clients with the means to eliminate hazardous chemicals and make for a safer planet. We're extremely different than the many traditional adhesive and coating companies as we don't produce or market products that contain any known hazards such as solvents... and we never will. We have strict internal company standards to protect our environment and the people who work with our products. We know of NO other adhesive and/or coating manufacturer who can state this!

Our primary area of expertise is focused on products that contain flexible foam, textiles and other porous materials.

Key industries served

Bedding, furniture, automotive, aerospace, medical, packaging, and foam fabrication

Legal name + address

Alfa Adhesives, Inc. (aka Simalfa or KulKote)
15 Lincoln Street, Hawthorne NJ 07506

Learn more by visiting our websites

www.simalfa.com
www.kulkote-inside.com
www.kulkote.com

For additional information, contact Darren Gilmore, CEO

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Our Brands

SIMALFA®

Simalfa is the first water-based, solvent-free adhesive product series in the world that provides clients with high instant tack for quick processing, a permanent bond, and is environmentally friendly to meet ecological standards and regulations.

Industries

Bedding, footwear, furniture, medical, pet products, transportation, packaging, foam fabrication, and much more.

Website

www.simalfa.com

KülKöte®

KulKote is a Temperature Regulating Technology. It's a proprietary coating consisting of water based polymers and Phase Change Materials (PCMs). It's an industrial product that is used in consumer goods. KulKote is typically applied to flexible foams, textiles, and/or fibers for the purpose of regulating body temperature.

For example, mattresses and pillows are either all foam or have foam components in them. Foams are prone to absorbing and holding body heat. As a result, the mattress/pillow gets (and stays) hot which makes for an uncomfortable night's sleep. By regulating the temperature (narrowing the temperature variations), one would enjoy a more restful night of sleep. Better sleep will result in a more fulfilled, productive, and healthier life. For athletes, this will obviously lead to a faster recovery and better performance.

Industries

Bedding, footwear, furniture, medical, pet products, sporting goods, and transportation.

Websites

www.kulkote.com (for consumers)

www.kulkote-inside.com (technical site for manufacturers)

Our Certifications



ISO: 9001

ISO 9000 is a set of standards for quality management systems that is accepted around the world. Currently more than 90 countries have adopted ISO 9000 as national standards. When you purchase a product or service from an organization that is registered to the appropriate ISO 9000 standard, you have important assurances that the quality of what you receive will be as you expect. The standards apply uniformly to organizations of any size or description.

Alfa Adhesives, Inc. is ISO 9001 registered. We view ourselves as a “Service Company” that manufactures great products, not a typical manufacturer. Through customer satisfaction we enforce our reputation as being a superior supplier. ISO assists us in reinforcing our high level of commitment to be professional, consistent, creative, innovative, and competitive for the benefit of our customers and employees.

Third-party certification bodies provide independent confirmation that organizations meet the requirements of ISO 9001.



UL (Underwriters’ Laboratories) GREENGUARD Gold Certified

All Simalfa and KulKote products are GREENGUARD Gold Certified.

By choosing products with GREENGUARD Certification, you are creating a healthier indoor environment for your home, office or institution by reducing chemical exposure. GREENGUARD Certification Standards are among the most rigorous in the world, so you can be confident that these certified products live up to their claims.

What Does “GREENGUARD Certified” Mean?

<https://www.ul.com/insights/what-does-green-guard-certified-mean>



USDA Certified BioBased Product

KulKote products are USDA Certified Biobased.

Biobased products are derived from plants and other renewables. They provide an alternative to conventional petroleum derived products for a more renewable and sustainable future. These products perform as well or better than their petroleum-based counterparts.

Terms and Conditions

Introduction

These "General Terms and Conditions of Sale and Delivery" apply to all contracts, sales, deliveries, orders and other services of ALFA Adhesives, Inc. and its daughter companies, hereinafter referred to as "supplier". These conditions apply specifically to all offers made by the supplier.

"Customer" means any organization or person who enters into a contract/business relationship with the supplier in accordance with article 1.3 or who receives an offer from the supplier.

"Contract" means any written or oral business agreement which supplier concludes with customer and/or any obligations, contracts, understandings and/or documents resulting therefrom and/or are related thereto.

Conflicting or deviating terms and conditions of the customer shall not be binding to the supplier unless the supplier expressly agrees to them in writing. Even if the supplier executes orders with knowledge of such conditions this does not constitute agreement to these conditions by the supplier.

These Terms and Conditions supersede any and all terms of prior oral and written quotations, communications, agreements and understandings between the supplier and the customer in respect of the sale and delivery of the products and shall apply in preference to and supersede any and all terms and conditions of any order placed and any other terms and conditions submitted by the customer. Any communication or conduct of the customer which confirms an agreement for the delivery of products by the supplier, as well as acceptance by the customer of any delivery of products from the supplier shall constitute an unqualified acceptance by the customer of these Terms and Conditions.

Offer and Contract

Unless stated otherwise by the supplier, the supplier's quotations in whatever form are always without any obligation and not binding to the supplier and merely constitute an invitation to the customer to place an order. The supplier reserves the right to change prices and delivery options at any time until the written order confirmation.

Prices and conditions can be changed at any time after the offer has been made and before the order has shipped.

The customer is bound by the order sent to the supplier. The supplier is not bound by the order until it accepts and confirms the order in writing. The supplier shall be entitled to refuse a non-confirmed or non-shipped order without indicating the reasons. Verbal or written agreements and changes to orders that have been placed likewise always require written confirmation by the supplier in order to become valid.

Any general instructions and technical guidelines for use of the product (documentation, technical documents, labels) published publicly by the supplier on the subject matter/product at the time of conclusion of the contract shall also form an integral part of the contract.

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A contract shall also be concluded when the supplier commences with its execution.

The supplier has the right to withdraw from the contract or revoke/change its confirmation to the customer's orders within 4 days after the contract is executed or the confirmation is made without the possibility of liability claims being asserted.

Delivery

The prices and delivery conditions apply according to the written offer by the supplier. Delivery dates are estimates and shall always be non-binding and without any obligations.

Unless otherwise agreed, delivery by the supplier is made by making the goods available or ready for dispatch at the supplier's warehouse and by informing the customer in writing. The risk after delivery is always borne by the customer.

Unless otherwise agreed, partial deliveries are permitted.

If goods cannot be dispatched to the customer through no fault of the supplier, the supplier shall store the goods at the expense and risk of the customer.

The delivery dates stated by the supplier are always non-binding and without any obligation. In the event of late delivery, the customer must notify the supplier in writing and grant the supplier a reasonable time period to subsequently fulfil the delivery obligations. By setting a deadline, the supplier shall not be liable for damages vis-à-vis the customer and/or third parties.

The supplier has the exclusive right to decide on the means of transport.

Terms and Payment

Unless otherwise specified, prices are excluding any taxes, value added taxes, freight costs or any other charges.

Any customs duties, taxes and other charges levied outside the suppliers' country of residence in connection with the delivery shall be borne by the customer.

The customer shall bear all bank charges incurred in connection with payments, letters of credit, bank guarantees, debt collection, creation and usage of documents, bill stamps, etc. The customer shall be liable for all bank charges incurred in connection with the delivery.

Unless specifically confirmed in writing by the supplier, payment terms are 30 days net from the date of invoice. From the 31st day, the customer is in default without the need for a reminder and at the option of supplier must pay 1.5% default interest per month. Unjustified cash discounts are charged subsequently.

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In the event of default by the customer, the supplier is entitled to initiate debt collection measures. All direct and indirect costs arising from the debt collection measures, including reminders, settlement negotiations and legal proceedings, shall be borne by the customer.

In the event of default or delay of payment, all payment obligations of the customer towards the supplier become due immediately. Furthermore, the supplier reserves the right to suspend or cancel the orders in progress without paying any compensation to the customer and to claim compensation against the customer.

Payment must be made in the currency specified by the supplier without deductions (such as bank charges and currency exchange fees).

Defect Detection and Complaints

The customer has the obligation to check the delivery immediately after arrival on the customer's premises in regards to the correct quantity and quality of the delivery as well as the absence of defects. Quantitative complaints can only be accepted if they are noted on the copy of the delivery note (BOL) and signed by the transport company. Defects must be reported to the supplier immediately after discovery. If the customer has not sent a written complaint to the supplier within 3 days of receipt of the goods, the goods shall be deemed approved.

The customer shall accept customary in the trade deviations in the nature, quantity and packaging of the delivered goods within a tolerance of 10%. Material changes that only effect the external appearance, in particular the discoloration of the adhesive, are not considered defects.

For deliveries with defects, the supplier is only obliged to replace/repair the defective part of the delivery or can refund the value of the partial delivery as a credit note to the customer. Defects in parts of the delivery do not entitle the customer to reject the entire delivery. The determination of defects has no influence on the customer's payment obligation, in particular the payment deadlines/dates.

The customer shall store and return the defective goods in accordance with the supplier's instructions. The risk remains with the customer until the receipt of the returned goods by the supplier.

Any delivery costs incurred for the returns of the products with defects shall be borne by the customer unless supplier agrees to assume those costs.

Legal claims in connection with incorrect delivery are not valid.

Warranty Claims and Limitation of Liability

As many factors may affect processing or application and/or use, we recommend that customers make tests to determine the suitability of the product for your particular purpose prior to use. No warranties of any kind, either expressed or implied, including warranties of merchantability or fitness for a particular purpose, are made regarding products described or designs, data or information set forth, or that the products, designs,

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data or information may be used without infringing the intellectual property rights of others. In no case shall the descriptions, information, data or designs provided be considered a part of our terms and conditions of sale. Further, customers expressly understand and agree that the descriptions, designs, data, and information furnished by Alfa Adhesives, Inc. are given gratis and Alfa Adhesives, Inc. assumes no obligation or liability for the description, designs, data and information given or results obtained, all such being given and accepted at the customers risk.

Warranty claims regarding adhesives and/or coatings of the supplier for their suitability for the intended use and for the assured properties are limited to the shelf life stated in the type-specific data sheet.

Warranty claims regarding equipment of the supplier, such as spray guns, pressure vessels, etc., is limited thirty (30) days from invoice date.

General conditions for the assertion of warranty claims:

Prior completion of the customer's payment obligations.

Any defects must have been reported to the supplier immediately in writing as described in section 5.1.

The defects are neither the result of work or actions carried out by the customer or third parties nor are they the result of external mechanical influences (including force majeure).

The retained sample shows unacceptable deviations after testing by the supplier.

The customer has complied with all instructions for the correct application, storage and processing of the goods in accordance with the instructions and technical guidelines (documentation, technical documentation, labels) valid at the time of delivery. The specifications, instructions and guidelines form an integral part of the sales, delivery and usage contract.

The customer has in a timely manner fulfilled all obligations that are necessary to return the defective goods, including import / export documents.

The rejected goods have successfully arrived back at the supplier.

The supplier's obligations in the event of a defect pursuant to clauses 5 and 6 shall be as follows, to the exclusion of any further claims:

Credit note for goods or replacement of defective products in the exclusive choice of the supplier. Credit notes may not be paid out in cash but shall be set off against purchases of goods.

Any liability on the side of the supplier for damage suffered by the customer as a result of defective products (subsequent damages) is excluded to the extent legally permissible. In any case, the customer will have to prove that the supplier is at fault – insofar as this is a liability requirement. Any liability is in particular excluded for damages arising from detection or rectification of defects or damages, as well as those caused by the

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customer while trying to prevent the threat of damage. The liability of the supplier, if any, according to this clause is in any case limited to the maximum insurance coverage of the supplier.

In the event of a contractual breach, ALFA Adhesives, Inc. rejects to the extent legally permissible any liability claims for purely financial losses, as well as for production stoppages, lost profit, loss of orders or other indirect damages.

Liability

All oral as well as written statements made by the supplier do not release the customer from its obligation to do its own examinations and tests. Due to the multitude of possible factors influencing the processing, application and results of the products of the supplier, no legally binding assurance of certain properties, suitability for a specific application or guaranteed result can be derived from information provided by the supplier. Any industrial property rights, as well as existing laws and regulations, must be observed and checked by the customer in its own responsibility.

The customer is exclusively responsible ensuring compliance with statutory environmental and employee safety regulation.

Advice and recommendations provided by the sales staff, applications engineers or administrative staff of the supplier regarding/during the processing of the products, is based on experiences, and is given to the best of the ability and experience of the supplier but does not relieve customers of its responsibility to perform tests itself.

The precautionary measures necessary when handling chemicals must be observed. Safety information can be found on the relevant safety data sheets publicly available. The supplier rejects any liability relating to this, unless in case of deliberate intent or gross negligence by the supplier. When the customers' buyer is involved, full responsibility for processing of the products and final quality of customers' products is borne by the customer, who remains the only party engaged in a contractual relationship with its buyers.

Force Majeure, Contract Obstacles

Force majeure of any kind, unpredictable operation, traffic or shipping disruptions, fire, explosion, natural catastrophes, epidemics, pandemics, high or low water, unpredictable labour, energy, raw material or adjuvant deficiencies, strikes, lockouts, war, political unrest, terrorist acts, official orders, incorrect or not timely delivery by suppliers or other obstacles which ALFA Adhesives, Inc. is not responsible for and which are outside its sphere of influence, which reduce, delay, prevent or render unacceptable the performance, availability or shipping, exempts ALFA Adhesives, Inc. for the duration of the disruption from the obligation to provide its services.

In the case of partial or complete loss of sources of supply, ALFA Adhesives, Inc. is not obligated to buy from unfamiliar/unknown third-party suppliers. In this case ALFA Adhesives, Inc. is entitled to distribute the available

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quantities of goods as it sees fits, taking into account its own consumption needs and other internal and external delivery obligations.

If the events of force majeure pursuant to clause 8.1. persist for more than six (6) weeks and the disruption is not insignificant, ALFA Adhesives, Inc. shall be entitled to withdraw from the contract/obligation in whole or in part. In this case payments already made by the customer will be reimbursed.

In the event of disruptions of a temporary nature, the delivery or service periods shall be extended or postponed.

Changes to Specifications

The specifications listed in technical and commercial documents can be changed at any time without prior notice.

Returns

Returns (only complete and clean packages, as well as recyclable goods) are only accepted with prior agreement and credited after a laboratory test. A discount of 25% of the originally invoiced price is deducted for additional time and expenses. Disposal and freight costs are charged separately.

Retention of Title and Protection of Intellectual Property

The products are delivered under the retention of title. The items remain the property of the supplier until full payment of the purchasing price has arrived at the supplier and the supplier is entitled to enter the retention of title into the appropriate register without requiring the customers' participation or consent. The customer will for the duration of the retention of title protect the products supplied at its own expense and will insure them against theft, fire, lightning, water and damage from the elements. Furthermore it will take all necessary steps to ensure that the supplier's claim to title is neither diminished nor revoked.

Intellectual property, in particular know-how, drawings, quotations and other non-public technical and commercial information provided by the supplier to the customer shall remain the property of the supplier. This information may not be disclosed and/or passed on to third parties without the written consent of the supplier. In case of breach of this provision by the customer, the customer shall owe the supplier a contractual penalty of \$50,000.00 per breach of contract. This contractual penalty shall not affect the supplier's right to claim damages.

The customer acknowledges the patent, copyrights and other industrial property rights of the supplier, regardless of whether these apply under United States of America or foreign law.

The sale of products shall not, by implication or otherwise, convey any license under any intellectual property right relating to the compositions and/or applications of the products, and the customer explicitly assumes

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all risks of any intellectual property infringement by reason of the use of the products, whether singly or in combination with other materials or in any processing operation.

Cancellation

The customer shall only be entitled to dissolve the contract if the supplier has committed a material breach of contract. The materiality of the infringement must be proven by the customer.

Contracts may only be terminated or amended with written consent of the supplier. The customer's wrongful non-acceptance or rejection of delivery or cancellation of the confirmed order shall entitle the supplier to claim full payment of the relevant order from the customer, in addition to any other damages caused by such action.

Suspension and Termination

If the customer is in default of performance of its obligation towards the supplier and fails to provide to the supplier adequate assurance of the customer's performance before the date of delivery; or if the customer becomes insolvent or unable to pay its debts as they mature, or goes into liquidation or any bankruptcy proceeding shall be instituted by or against the customer or if a trustee or receiver or administrator is appointed for all or a substantial part of the assets of the customer or if the customer enters into a deed of arrangement or makes any assignment for the benefits of its creditors, then the supplier may by notice in writing forthwith, without prejudice to any of its other rights:

Demand return and take repossession of any delivered products which have not been paid for and all costs relating to the recovery of the products shall be for the account of the customer; and/or

Suspend its performance or terminate the confirmed order for pending delivery of products unless the customer makes such payment for products on cash in advance basis or provide adequate assurance of such payment for products to the supplier.

In any such event of Section 13.1, all outstanding claims of the supplier shall become due and payable immediately with respect to the products delivered to the customer and not repossessed by the supplier.

Independent Contractors

The supplier and the customer are independent contractors, and the relationship created hereby shall not be deemed to be that of principal and agent.

Applicable Law and Place of Jurisdiction

United States of America material law applies to legal relationships between the supplier and customer, under the exclusion of the "laws of conflict provisions" and the UN Vienna Convention on the International Sale of Goods and related treaties.

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The place of jurisdiction is Hawthorne, New Jersey - USA.

If mandatory legal provisions conflict with parts of these "General Terms and Conditions of Sale and Delivery" then the legal provisions shall apply. Should individual provisions thereby become ineffective, the most favorable regulation for the supplier shall apply. All other provisions shall remain unaffected and valid.

Amendments

The ALFA Adhesives, Inc. reserves the right to change these terms and conditions without notice. The amended terms and conditions take effect on the date of this document.

These General terms and Conditions of Sale and Delivery come into force on June 14, 2023

SIMALFA[®]

WATER BASED ADHESIVES



Made in the USA Made in Switzerland

Combining Swiss innovation and American ingenuity, we are constantly adapting and creating products to meet your every need. Selecting a so called “me too” product adds too much risk to your business.



Options

With 150+ formulations, we can recommend a product that will fit your specific need today and easily adjust as your needs evolve tomorrow.



Proven

Countless years of development, numerous amazing products, and many years of proven market acceptance ensure your long-term success.



The Simalfa Team

Expertise to guide and assist you with applications, production processes, inventory management and much more. Always professional + timely, we never miss ship dates or an opportunity to help you.



IT'S SIMPLE



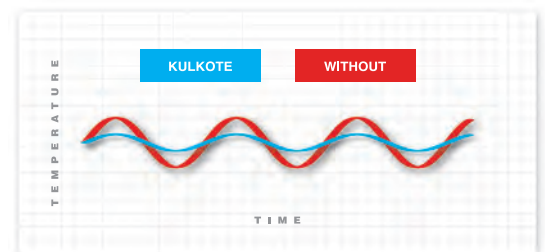
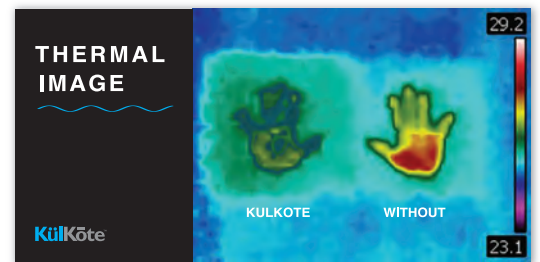
SIMALFA[®]



Cools when hot.
Warms when cold.
Ideal comfort for the best night's sleep!

Sleeping hot makes for a restless night and a tired morning. KülKöte regulates temperature variations, keeping you not too hot and not too cold, so you sleep more soundly. Sleep better with KülKöte. KülKöte provides you with a more fulfilled, productive, and healthier life by giving you the rest you need to recharge and tackle the day.

- 100% Water-Based
- Non-Toxic
- Odor Free
- Functions for a Lifetime
- USDA Certified Biobased Product



IT'S COOL