

General Terms and Conditions

1. **Applicability and Acceptance.** All materials furnished by Seller ("Materials") to Customer and all labor and services that may be provided by Seller (the "Services") shall be subject to, and conditioned upon, these Standard Terms and Conditions ("Terms"). Seller expressly rejects all new, different or additional terms of sale submitted by Customer. The Terms shall not be altered or interpreted by reference to any course of dealing between Seller and Customer or industry practice or standards.

2. **Purchase Price.** All prices listed in the purchase order or quote from Seller are valid for 30 days from the date of issue of the purchase order or quote unless specifically stated otherwise in the purchase order or quote.

3. **Terms of Payment.** If timely payment is not made, the account will be considered past due. Customer agrees to pay to Seller (i) a finance charge of 1.5% per month (18%APR), or the highest rate permitted by law, from the due date until paid, and (ii) all of Seller's reasonable attorneys' fees, costs (including court costs), and legal expenses incurred in the course of enforcing Seller's legal rights against Customer, whether or not in connection with a judicial proceeding, including Seller's post-judgment attorneys fees.

4. **Taxes.** Each party shall be responsible for and shall pay any and all taxes applicable to such party in connection with the purchase of Materials or provision of the Services.

5. **Changes in the Law or Cost of Transport.** Increased costs incurred by Seller as a result of changes in the law after the date of the purchase order, quote or credit application shall be reimbursable. Any increase in the cost of transport after the date of the purchase order, quote or credit application shall be reimbursable. Any extra costs of utilizing substitute methods of delivery when the intended type of carrier, vehicle or loading or unloading facilities become unavailable, shall also be reimbursable.

6. **Designations.** Customer agrees that, on the basis of information provided by Customer, Seller may, in its sole discretion, designate on the invoice for all Materials the lot, unit, or parcel into which the Materials are/were to be incorporated. Such designation shall be conclusive and binding as to the use of such Materials unless Customer provides to Seller in writing a correction of such designation within 15 days from the date of such invoice. Customer further agrees that all sales designated as aforesaid to a particular lot, unit or parcel, from the first sale to the last sale, shall be deemed to be a part of one supply contract applicable to such lot, unit or parcel for purposes of determining any time requirements applicable to enforcement by Seller of any lien, payment bond or other collection rights against such lot, unit or parcel or other rights of collection for such sales.

7. **Notice and Acceptance.** Customer has 5 business days from the date of delivery (including the date of delivery) of any Materials to object that the Materials are non-conforming or unauthorized. Such objection will be via written notice to Seller. Rejected Materials must be received by Seller within 10 days from the date of the initial delivery. Seller agrees to replace any rejected Materials within 10 days of receipt and prior to installation. If a rejection notice is not timely received Customer shall be deemed to have accepted Materials as conforming and/or authorized. Customer waives any and all right to set off claims and/or withhold payment based on a claim that Seller is indebted or has any obligation to Customer.

8. **Custom Orders.** Customer acknowledges and agrees that special, custom or non-stock orders are made specifically for Customer and are non-cancelable. If Customer purports to cancel or does not accept delivery, Seller will attempt to repurpose the order and Customer shall pay a reasonable restocking fee. If Seller is unable to repurpose the order, Seller shall be entitled to the cost of the special, custom or non-stock order plus a reasonable restocking fee.

9. **Plans; Measurements.** Seller only agrees to furnish, deliver and install, as the case may be, the Materials based upon the specifications, measurements, and most recent plans provided to Seller by Customer. Seller shall be entitled to rely on the accuracy of any plans or specifications Seller receives from Customer (collectively "Plans"). If Seller is fabricating, sourcing or manufacturing materials for Customer based on the Plans, Seller shall not be liable to Customer for any damage resulting from any errors, inconsistencies or omissions that may occur from such Plans. Customer's remedy for any damage resulting from any errors, inconsistencies or omissions that may occur from the Plans shall be the limited remedies set forth below.

10. **Delivery and Lien Rights.** Title in and transfer of risk in the Materials shall occur upon delivery. However, Seller reserves, until full payment is received, a purchase money security interest in each product delivered. Nothing in these Terms shall be construed as a waiver of the right of Seller to impose and enforce its mechanics lien or trust fund rights. Seller shall have no liability to Customer for the Materials upon delivery and Customer agrees and understands that Customer is responsible for proper storage and care of the Materials once delivered in accordance with all manufacture specifications, requirements and recommendations.

11. **Seller's Obligations.** Seller shall perform the Services in a good and workmanlike manner in accordance with generally recognized industry standards for similar services. However, Customer agrees and understands that Seller cannot (and shall have no obligation to) protect Materials once delivered or, in the case of Services, protect the Materials or completed work once installed. Seller shall not be responsible for labor harmony at the jobsite.

12. **Design Services.** Nothing contained in the purchase order or quote shall be deemed to require or authorize Seller to perform or do any acts which would be deemed the practice of architecture or engineering within the meaning of the laws of the State where delivery or services occur. Seller does not assume liability for the architect, engineer or any other design professional providing services to Customer. Customer represents and warrants that no Plans are copyrighted by any third party, or if they are, that Customer has duly obtained authority to use, copy or modify such Plans.

13. **Customer's Obligations.** For any Services, Customer shall (i) cooperate with Seller in all matters relating to the Services and provide access to the site for the purposes of performing the Services; (ii) respond promptly to any Seller request to provide direction, information, approvals, authorizations, or decisions that are reasonably necessary for Seller to perform Services; (iii) provide Customer materials or information as Seller may request to carry out the Services in a timely manner and ensure that such Customer materials or information are complete and accurate in all material respects; and (iv) obtain and maintain all necessary licenses and consents and comply with all applicable laws in relation to the Services before the date on which the Services are to start.

14. **Customer Default.** In the event of Customer's default, Seller may, after giving Customer a reasonable opportunity to cure, terminate the purchase order or quote and cease providing Materials and Services. Upon default, Customer agrees to pay all costs of collection, court costs, and expenses, including reasonable attorneys' fees, incurred by Seller, whether involving collecting payments due or otherwise enforcing these Terms.

15. **Safety.** Seller shall not be responsible for the safety program at the site or the safety of any entity or person at the site other than Seller and its employees.

16. **Warranty.** Materials shall be new and conform in all material respects with the Plans. Customer is responsible for selecting which Materials it chooses to purchase and for what purposes those Materials will be used. SELLER MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF FITNESS OR SUITABILITY FOR ANY PURPOSES OR MERCHANTABILITY OF THE

MATERIALS AND SERVICES, AND CUSTOMER HEREBY WAIVES ANY SUCH REPRESENTATIONS OR WARRANTIES. CUSTOMER AGREES THAT THE SOLE AND EXCLUSIVE REMEDY AGAINST SELLER FOR ANY LATENT DEFECTS IN THE MATERIALS SHALL BE REPAIR OR REPLACEMENT OF SUCH MATERIALS OR REFUND OF PURCHASE PRICE, WITH THE REMEDY TO BE SELECTED BY SELLER IN ITS SOLE DISCRETION ("LIMITED REMEDIES"). LIMITED REMEDIES SHALL BE AVAILABLE FOR A PERIOD OF 1 YEAR FROM THE DATE OF DELIVERY OR SUBSTANTIAL COMPLETION OF THE SERVICES AS APPLICABLE. CUSTOMER HEREBY WAIVES ALL OTHER REMEDIES. LIMITED REMEDIES SHALL NOT BE AVAILABLE IN THE EVENT OF IMPROPER STORAGE, INSTALLATION, REPAIR, MISAPPLICATION OR MISUSE, OPERATION, MODIFICATION, ABNORMAL CONDITIONS OR FAILURE TO PROPERLY MAINTAIN BY CUSTOMER OR FORCE MAJEURE EVENT.

17. **Third-Party Manufacturer's Warranties.** Materials may be warranted by others and Seller may deliver certain third-party manufacturer warranties to Customer, but Seller shall have no liability under such warranties except to assist in the administration of such third-party warranties.

18. **Limitation of Liability.** Except for bodily injury or property damage due to the gross negligence or willful misconduct of Seller, Seller shall have no liability whatsoever to Customer or its affiliates in an amount of damages in excess of the amount of the purchase order or quote.

19. **Consequential Damages.** IN NO EVENT SHALL SELLER BE LIABLE FOR ANY GENERAL, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES SUFFERED BY CUSTOMER OR ANY OTHER PARTY, INCLUDING WITHOUT LIMITATION THOSE FOR LOST PROFITS OR SALES, ADDITIONAL LABOR OR INJURY TO PERSON OR PROPERTY.

20. **Subcontractors.** Customer acknowledges that Seller may, at its option, subcontract part or all of the Services to independent contractors. These subcontractors, their agents and employees do not have authority to make, amend, or modify contracts on behalf of Seller, or to extend credit in Seller's name, or to make any representations or warranties concerning any goods, materials, or installation services provided to Customer. Customer waives, and Seller disclaims, all liability of Seller for any direct, indirect or consequential damages to persons or property arising from any acts or omissions committed or permitted by Seller's subcontractors (their agents and employees), outside the strict scope of the subcontractor's work assignment in their contract with Seller.

21. **Indemnification.** To the fullest extent permitted by law, Customer agrees to indemnify, defend, and hold harmless Seller, its employees, agents, affiliates and parent corporations from and against all claims, costs (including but not limited to attorneys' fees and costs), losses, liabilities and general, incidental, special, consequential and other damages asserted against or incurred by Seller, its employees, agents, contractors, affiliates and/or parent corporations with respect to or arising out of any act, error or omission of Seller its employees, agents, affiliates and parent corporations (in each case regardless of whether based on negligence, breach of contract or warranty, injury to person or property and/or otherwise and whether asserted by any Customer, transferee or assignee of Customer or by any other party).

22. **Performance Dates.** Seller shall use reasonable efforts to meet any performance dates to deliver and/or install the Materials, and any such dates shall be estimates only. For the avoidance of doubt, time shall not be of the essence and the Seller shall incur no liability to the Customer in respect of any failure to deliver and/or install the Materials by any agreed date.

23. **Force Majeure.** Seller shall not be liable to Customer or any third party for any failure or delay in the performance of Seller's obligations that arises out of, or is caused, directly or indirectly, by fires, strikes, wars, accidents, acts of god, action of any State, Federal, or local government body or agency, disease, virus or pandemic (including but not limited to COVID-19) or other circumstances beyond its control, (each a "Force Majeure Event") or the threat of a Force Majeure Event. If as a result of a Force Majeure Event or a Customer caused delay (a) an increase of raw material occurs between the date of the purchase and the date of delivery, Seller is entitled to a respective adjustment of the purchase price; and/or (b) Seller incurs labor and/or general conditions costs increases, Seller is entitled to a respective adjustment of the purchase price.

24. **Confidentiality.** All information, including without limitation pricing and volume information concerning the Materials, material handling schemes or methodologies, electronic catalogs, reports, data processing configurations and approaches and related information are strictly confidential. All methodologies, know-how, proprietary information, materials, drawings and other information which have been developed by Seller shall remain the property of Seller.

25. **Notices.** Except as otherwise provided by law or herein, any notice provided for this purchase shall be given in writing by mailing such notice by first class mail to the other party, and such notice shall be deemed to have been given when postmarked, postage prepaid and properly addressed to the other party. Any notice to Customer shall be mailed to such address as Customer may designate. Any notice to Customer shall be mailed to Customer's address designated on the first page of the Purchase Order or Credit App, or if none is designated, to Customer's last known address on file with Seller.

26. **Solvency.** Customer represents that it is solvent and that it knows of no one that intends to institute any insolvency proceedings against it nor of any reason why such proceedings should be instituted against it and that it has not instituted and does not intend to institute any such proceedings for itself. It is understood that Seller is transacting with Customer in reliance upon said representations. If any of such representations are false, Seller shall have the right to withhold delivery, terminate the order, or reclaim any part or all of the Materials shipped to Customer. If Customer has sold any or all of such Materials, the proceeds there from, whether paid or unpaid, shall be deemed to be held by Customer in trust for Seller. This provision shall not, in any way, be deemed to limit any rights or remedies otherwise available to Seller.

27. **Law/ Jurisdiction.** All matters relating to this purchase of Materials and Services shall be governed by the laws of the state where the Customer's project is located. Seller may institute legal proceedings against Customer in any state or federal court having jurisdiction over the parties. Any action by Customer instituted against Seller arising from the Services must be commenced within 1 year from the date of Substantial Completion of the Services, as determined solely by Seller.

28. **No Waiver.** Any waiver or non-enforcement by Seller of a breach, default or term hereunder shall not be deemed a waiver of any subsequent or other breach or default or enforcement of such term. Seller shall only be deemed to have given such waiver if in a writing executed by Seller explicitly providing for such waiver. If any provision hereunder is waived by Seller or is held to be invalid or unenforceable, all other provisions shall nevertheless continue in full force and effect as if such invalid, unenforceable or waived provision were not contained herein.

29. **Precedence.** To the extent of any inconsistency between these Terms and any other terms (including without limitation any terms in any invoice, quote, or other contract) these Terms shall prevail.