

Terms and Conditions of Sale

Sales of products (“**Products**”) or services (“**Services**”) by Seller to Customer are governed by these terms and conditions of sale (“**Terms**”), unless the parties have entered into a mutually executed written agreement containing terms and conditions applicable to this transaction. Acceptance by Customer of delivery of any product or service from Seller indicates acceptance of these Terms. Acceptance by Seller of Customer’s purchase order is expressly limited to and conditioned upon Customer’s acceptance of these Terms. Any additional, different, inconsistent or conflicting terms and conditions on or contained in Customer’s purchase order or any other document issued by Customer at any time are hereby expressly rejected and shall be inapplicable to any sale made hereunder and shall not be binding in any way on Seller. These Terms may only be modified, waived, or amended by a writing signed by Seller. As used herein, the term “**Customer**” shall mean the party issuing the purchase order to Seller for the Products or Services (or otherwise ordering or purchasing the Products or Services from Seller in the event no purchase order is issued), regardless of whether or not the Customer is the end user of the Products or Services, and the term “**Seller**” shall mean the entity selling or supplying the Products or Services as set forth on the order acknowledgement or invoice for Products or Services.

1. **ORDERS.** Customer may submit orders to Seller orally, electronically (through Seller’s designated website) or in writing at prices quoted by Seller. Prices are subject to change without notice. Orders are accepted at the price in effect at the time of order entry by Seller. Pricing errors (whether clerical or otherwise) are subject to correction by Seller at any time. Seller may accept or reject any order in its sole discretion. Acceptance of an order by Seller will arise only when Seller confirms the Customer’s order in writing or determines execution of the Customer’s order has started. Non-stock special orders may require a deposit before ordering. Seller reserves the right to discontinue the manufacture or sale of any product or service at any time. Quoted prices (including freight charges) apply only to quantities specified. After acceptance by Seller, Customer’s orders shall not be subject to cancellation by Customer. Any change in product specifications, quantities, destinations, shipping schedules, or any other aspect of the scope of good must be agreed to in writing by Seller and may result in a price and delivery adjustment by Seller.

2. **TERMS OF PAYMENT.** Payment is due according to the payment terms set forth on Seller’s invoice (or in the event such invoice does not include payment terms, the payment terms shall be net 10 days), unless Seller expressly agrees to other payment terms in writing. Amounts not paid by Customer when due shall bear interest from the date payment was due at (i) the rate of 18.0% per annum, or (ii) the maximum rate permitted by applicable law, whichever is less. Customer shall notify Seller of any items disputed in good faith relating to an invoice within 15 days after the invoice date in writing specifying the nature of the disputed item, but in no event is Customer entitled to withhold, debit or set off any invoiced amounts without Seller’s express prior written approval. In the event it becomes necessary for Seller to refer Customer’s account to a third party for collection or for Seller to take other enforcement action relating to these Terms against Customer, Customer agrees to pay any and all attorneys’ and court or arbitrator fees, lien filing fees, collection costs and legal costs and expenses associated therewith incurred by Seller or its affiliates. Failure to pay an invoice by the due date may result in forfeiture of any rebate extended to Customer by Seller, at Seller’s sole discretion. Seller may, in its sole discretion, apply Customer’s payment against any open charges payable by Customer.

3. **FINANCIAL RESPONSIBILITY.** Seller may establish credit terms for Customer, and may change those terms, create, or change credit limits, or cease extending credit from time to time in its sole discretion. In the event that Customer’s credit risk increases or Customer fails to pay timely, Seller may suspend performance and/or require alternative payment methods. Customer will pay all costs for: special packing, shipping or other handling requested by Customer and agreed to by Seller; extra charges of carriers for Customer delays in unloading trucks or containers; and other special costs incurred by Seller as a result of special actions or requests by Customer. Seller’s then-standard service charge will be applied to each returned check. Customer shall pay all invoices regardless of any dispute that may exist as to delivered or undelivered Products, unless Seller expressly agrees otherwise.

4. **INSPECTION AND CLAIMS.** Customer is responsible to check each delivery of Products, specify in writing any nonconformity (including shortage or damage), and provide notice of rejection of nonconforming Products to the delivery carrier (whether Seller’s delivery driver or third-party carrier, as applicable) before such carrier leaves Customer’s premises (or, with Seller’s prior written approval, within 24 hours after such carrier leaves Customer’s premises), except that for any nonconformity that could not be discovered upon delivery (including latent and hidden defects), Customer must provide notice of any such latent or hidden nonconformity by the end of the second business day after the date of delivery. In the event inspection, notice and rejection is not performed in accordance with this Section, Customer will be deemed to have accepted the Products as delivered, and Seller will have no liability whatsoever for nonconforming Products. Customer must retain nonconforming Products for inspection by Seller for at least two weeks after notifying Seller of the nonconformity, or longer if requested by Seller, and, if requested by Seller, return such Products to Seller. Physical acceptance by Seller of returned Products shall in no way be deemed an agreement by Seller of any claim of nonconformity by Customer. Seller shall have a reasonable time after receipt of the allegedly nonconforming Products to inspect and test the Products and, to the extent Products are determined to be nonconforming, to repair or replace the Products or refund the purchase price, with the remedy to be selected by Seller in its sole discretion as the sole and exclusive remedy of Customer and liability of Seller.

5. **RETURNS.** All Product returns must be pre-approved by a Seller manager or sales representative (and, if required by Seller, submitted on the Seller’s website for approval) and returned in accordance with Seller’s then current return conditions and requirements. Non-stocked, special-order items or altered Products or materials cannot be returned. In no event will any Product returns will be

accepted by Seller more than 120 days after delivery. Any chargeable pallet may be returned for credit upon Seller pre-approval, provided it is in usable condition. Customer must complete a Return Material Authorization (RMA) if requested by Seller, and only Products listed on the relevant RMA or otherwise authorized to be returned by Seller will be collected and returned. Customer is responsible for all freight and transportation related costs and all handling and restocking charges imposed by Seller with respect to returned Products. Neither Seller's drivers nor any third-party carriers will be responsible for an accurate count of returned Products; all returns are subject to inspection at Seller's designated return facility. If returned Products are deemed by Seller to be unsaleable upon return, the Products will be disposed of by Seller at Seller's sole discretion and not returned to Customer, and Seller shall have no liability whatsoever with respect to such returned Products.

6. EWP AND OTHER DESIGN LIMITATIONS. Any and all Services (including design, sizing, consulting and engineering-related services) provided by Seller with respect to Products (including Engineered Wood Products ("EWP") and/or laminated columns) are based solely on the information provided to Seller. The performance by Seller of any such Services shall not constitute an assumption by Seller of the obligations of Customer or its other contractors, vendors or suppliers. Seller designers and other service providers are not engineers, and not a substitute for an engineer on any project, and each Customer and contractor must check all details and dimensions and be responsible for the same. Any incomplete information and/or substitutions may alter the intended performance of any products specified in any service, design or drawing. Seller is not responsible for construction means, methods, techniques, sequences, procedures or safety precautions or programs, and Customer or its other contractors shall at all times retain exclusive control over and final approval of, and shall be solely responsible for, such construction. Customer shall indemnify, release, defend and hold harmless Seller, its affiliates, and its and their respective employees, agents, successors, directors, officers, and assigns, from and against any claim, suit, proceeding (including, all attorneys' fees, costs, expenses, fines and sanctions arising out of or related to same), losses, costs, expenses, judgments, damages, penalties, and liabilities of any kind or nature asserted in connection with any such Services, **regardless of Seller's or any other person's, negligence, fault or cause and regardless of whether such claims arise in contract, negligence, tort or otherwise.**

7. DISCLAIMER OF WARRANTY. WITH THE EXCEPTION OF ANY LIMITED WARRANTY EXPRESSLY SET FORTH IN A WARRANTY STATEMENT DOCUMENT AUTHORIZED BY SELLER AND PROVIDED IN WRITING DIRECTLY TO THE CUSTOMER WITH RESPECT TO A PRODUCT DIRECTLY MANUFACTURED BY OR SERVICE DIRECTLY PROVIDED BY SELLER, NO WARRANTIES WHATSOEVER (INCLUDING RELATING TO PRODUCTS AND SERVICES PROVIDED OR DELIVERED BY SELLER) ARE MADE BY SELLER OR ANY PERSON ON SELLER'S BEHALF, AND SELLER DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, NONINFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE, WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE. CUSTOMER IS RESPONSIBLE FOR DETERMINING THE PRODUCTS AND SERVICES IT CHOOSES TO PURCHASE, FOR WHAT PURPOSES THOSE PRODUCTS AND SERVICES WILL BE USED AND WHETHER THOSE PRODUCTS CAN BE USED IN COMBINATION WITH OTHER MATERIALS. CUSTOMER AGREES THAT IT IS NOT RELYING ON THE SKILL OR JUDGMENT OF SELLER OR ANY OF ITS EMPLOYEES OR AGENTS TO SELECT OR FURNISH PRODUCTS OR SERVICES SUITABLE FOR ANY PARTICULAR PURPOSE OR IN COMPLIANCE WITH ANY PLANS OR SPECIFICATIONS. Customer may receive a warranty, if any, on Products or Services directly from the original manufacturer of those Products or provider of those Services to the extent such "pass-through" warranties are available and transferrable to Customer. Upon the request of Customer, Seller will use commercially reasonable efforts to inform Customer of the warranty of a particular Product manufacturer or Service provider, or to direct Customer to a source of such information. Written notice of any warranty claim must be provided in accordance with the original manufacturer's warranty and to Seller within the time specified in such manufacturer's warranty, and, if requested by Seller, Customer must afford Seller a reasonable opportunity to inspect the Products or Services in unaltered condition and evaluate the claims in accordance with procedures specified in the original manufacturer's warranty. Customer's sole and exclusive remedies for any warranty claim shall be limited to claims against the original manufacturer for those express remedies which may be available to Customer pursuant to any such manufacturer's warranty, if any.

8. LIMITATIONS OF LIABILITY. SELLER AND ITS AFFILIATES SHALL NOT BE LIABLE FOR CONSEQUENTIAL, SPECIAL, INDIRECT OR INCIDENTAL DAMAGES OR FOR ANY LOSS OF USE, PROFITS, REVENUE, OPPORTUNITY, CAPITAL, FINANCING, PRODUCT OR BUSINESS OPPORTUNITY, AND SELLER'S CUMULATIVE LIABILITY ARISING OUT OF THESE TERMS SHALL IN NO EVENT EXCEED IN THE AGGREGATE THE PURCHASE PRICE PAID TO SELLER BY CUSTOMER FOR THE SPECIFIC PRODUCT OR FOR THE SERVICES GIVING RISE TO THE LIABILITY. THIS SECTION SHALL APPLY NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THESE TERMS OR OTHERWISE AND REGARDLESS OF WHETHER LIABILITY OR REMEDIES ARISE IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, WHETHER ACTIVE, PASSIVE, SOLE, JOINT OR CONCURRENT) STRICT LIABILITY, PRODUCTS LIABILITY, PROFESSIONAL LIABILITY, INDEMNITY, CONTRIBUTION, STATUTE OR ANY OTHER THEORY OR CAUSE OF ACTION.

9. DELIVERY AND DELAYS. If Products are delivered to Customer in Seller's own vehicles or by a third-party carrier contracted by Seller, the F.O.B. point will be Customer's designated delivery site, unless different delivery terms are set forth on Seller's order acknowledgement. In all other cases, the F.O.B. point will be Seller's, or the Product manufacturer's (in the case shipment is direct from the manufacturer of the Product), facility, yard, or warehouse and all responsibility and costs of shipping (including, without limitation, any applicable surcharges, transit insurance or other delivery fee) and delivery beyond the applicable F.O.B. point will be borne by Customer. Title and risk of loss will pass to Customer at the applicable F.O.B. point. Customer must inspect the Products within two (2) business days of delivery. In the event Seller's quoted or invoiced prices include any costs of transportation from point of shipment, any increase in such costs becoming effective after the applicable price is quoted or established by Seller shall be borne by Customer. Any costs of holding or storing Product beyond the agreed-upon pick-up date at Customer's request or of utilizing substitute methods of delivery, when the intended type of carrier, vehicle or loading or unloading facilities become unavailable, also shall be borne by Customer. Delivery dates stated in advance of shipment from suppliers are based on estimates from suppliers and are not guaranteed dates. Seller shall use commercially reasonable efforts to meet requested or agreed-upon delivery dates, but Seller will not be liable for any claims due to delays in shipment or delivery. Customer shall provide suitable roadways or approaches to points of delivery to the extent controlled by Customer. Partial deliveries are permitted. Without limiting the foregoing, Seller shall not be liable for any delay, default or failure in performance of any obligation, and the schedule for delivery and price of Products may be modified by Seller, when the delay, default or failure arises or results from causes or events beyond Seller's reasonable control. In no event shall Seller be obligated to purchase products from others to enable Seller to deliver products to Customer hereunder.

10. DEFAULT. Customer will be in default and considered past due if (a) Customer fails to pay to Seller any amount when due, (b) Customer fails for a period of five (5) days after receiving written notice from Seller to fulfill or perform any provisions of these Terms (other than the prior clause (a) relating to due date of payments), (c) Customer becomes insolvent or bankrupt, or a petition therefor is filed voluntarily or involuntarily and not dismissed within 30 days from filing, or (d) Customer makes a general assignment for the benefit of its creditors, or a receiver is appointed, or a substantial part of Customer's assets are attached or seized under legal process and not released within thirty 30 days thereafter. Upon Customer's default, Seller may, at its option, without prejudice to and without limiting any of its other rights and remedies, proceed with one or more of the following: (i) make any delivery subject to receipt of cash in advance; (ii) terminate any in-process orders and declare immediately due and payable the obligations of Customer for Products previously shipped, notwithstanding any other provision in these Terms; (iii) demand reclamation, and/or (iv) suspend any further deliveries until the default is corrected, without releasing Customer from its obligations under these Terms.

11. APPLICABLE LAWS; SAFETY DATA SHEET (SDS). Customer will comply with all applicable laws, including anti-bribery laws and export control laws and regulations. Customer will familiarize itself with all information and precautions disclosed in safety and health information, including any SDS, available to Customer from Seller at any time.

12. TITLE; PURCHASE MONEY SECURITY INTEREST. Seller shall retain legal and equitable title to any Products until Customer has paid for such Products in full, and Customer shall complete and execute all documents reasonably required to this effect upon Seller's request. Seller, at its option, without limiting any of its other rights and remedies, may pick up and repossess any Products for which payment by Customer is past due, and Customer agrees to allow Seller access to such Products. As collateral security for the payment of the purchase price of the Products, the Customer hereby grants to Seller a lien on and security interest in and to all of the right, title, and interest of the Customer in, to and under the Products, wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds of the foregoing. The security interest granted under this provision constitutes a purchase money security interest under the Uniform Commercial Code and analogous state law.

13. TAXES. All federal, state, provincial, and local taxes, tariffs, and duties (including sales, excise, and other forms of taxes) are not part of the quoted price and are the sole responsibility and obligation of the Customer. Customer acknowledges and agrees to pay all such taxes, tariffs, and duties passed through to Customer.

14. INDEMNIFICATION. Customer shall indemnify, defend and hold harmless Seller, its affiliates, and its and their respective employees, agents, successors, directors, officers, and assigns, from and against all claims, suits, proceedings (including, all attorneys' fees, costs, expenses, fines and sanctions arising out of or related to same), losses, costs, expenses, judgments, damages, penalties, and liabilities of any kind or nature arising out of Customer's (a) breach of these Terms, (b) possession, use, handling, storage, sale, processing or any disposition of the Products, and/or (c) errors, omissions, negligence or other wrongful conduct of Customer and its customers, end users of Products or Services, agents, contractors or subcontractors. Seller shall have the right to select and retain counsel of its own choosing, all at Customer's expense, and to participate in the defense of any claim for which indemnification is sought by Seller hereunder.

15. GOVERNING LAW. These Terms and the transaction between Customer and Seller hereunder are governed by and construed and interpreted in accordance with the laws of the State of Georgia without giving effect to its conflicts of law principles. Customer agrees that any action relating to or arising out of these Terms or the transaction between Customer and Seller shall be litigated in the Superior Court of Fulton County, Georgia, or the United States District Court for the Northern District of Georgia. Customer hereby consents to venue and submits to the personal jurisdiction of such courts. Any legal action against Seller for breach of these terms of sale, including

any warranties, must be instituted within one (1) year after delivery of the products that are part of the transaction. The United Nations Convention for the International Sales of Goods does not apply to any transaction and/or purchase of product between Seller and Customer.

16. **MISCELLANEOUS.** If any provision of these Terms is held by a court of competent jurisdiction to be unenforceable, the remaining provisions of these Terms shall remain in full force and effect. These Terms are binding upon and shall inure to the benefit of the respective successors and permitted assigns of the parties. These Terms shall not be altered or interpreted by any course of dealing between Seller and Customer or industry practice. These Terms, together with Seller's final quote, order acknowledgment and invoice, constitute the entire agreement between the parties with respect to, and supersede all prior representations and agreements concerning, the subject matter hereof. No failure or delay by either party in exercising any right, power, or privilege under these Terms shall operate as a waiver or preclude the exercise of any other or further right, power, or privilege hereunder. The use of "including" and similar words and phrases shall be deemed to mean "including but not limited to," and are used in an illustrative sense and not a limiting sense, and the words "herein," "hereof," "hereto," and "hereunder" refer to these Terms as a whole. Customer shall not disclose the terms of the sale of Products or Services by Seller to any third party. Customer may not transfer or assign these Terms, whether by operation of law or otherwise, without the prior written consent of Seller. Any legal action against Seller or any of its affiliates must be instituted within one (1) year after delivery of the Products or performance of Services giving rise to the action. All headings are for convenience only, and shall not be used to interpret these Terms. These Terms shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted.

(Rev. January 2024)