

OLDCASTLE BUILDINGENVELOPE, INC.
STANDARD TERMS AND CONDITIONS OF SALE (GOODS) (effective April 2024)

1. Applicability; Goods. These Standard Terms and Conditions of Sale (Goods) apply to all quotations and proposals (each, a "Quote") made by Oldcastle BuildingEnvelope, Inc. ("Seller") and to the sale of all products ("Goods") by Seller to any purchaser thereof ("Buyer"), unless Seller has expressly agreed to their modification in writing signed by an authorized representative of Seller. These Standard Terms and Conditions are incorporated into Seller's Quote and any related purchase order or acknowledgement of any purchase order (collectively, "Contract"). **The Quote is expressly limited to, and expressly conditional on, Buyer's acceptance of these Standard Terms and Conditions. Any additional or different terms in Buyer's purchase order or other document are hereby deemed to be material alterations, and Seller expressly objects to and rejects any such additional or different terms proposed by Buyer.** With the exception of the terms and conditions contained in any Application for Business Credit, the Contract comprises the entire agreement between the parties and supersedes all prior or contemporaneous communications, understandings, agreements, negotiations, representations, and warranties with respect to the subject matter of the Quote. The Contract prevails over any of Buyer's general terms and conditions of purchase regardless of whether or when Buyer may have submitted a purchase order or contract. Fulfillment of Buyer's order does not constitute acceptance of any of Buyer's terms and conditions and does not serve to modify or amend the Contract. The Contract may not be amended or modified except expressly in a writing signed by both parties. No prior or current course of dealing between the parties, or any usage of trade or custom of the industry, shall modify or supplement the Contract.

2. Shipment; Delivery. Unless otherwise agreed in writing, all Goods shall be delivered FOB Seller's plant sourcing the Contract using Seller's standard methods for packaging. Delivery/shipping dates are contingent upon Seller's receipt of complete final approved specifications or architectural/shop drawings, and any lead times, as quoted in number of weeks, begin when Seller receives such written information. All quoted delivery dates are Seller's good faith estimates and do not imply in any way that time is of the essence.

3. Payment. Seller's agreement to furnish any Goods hereunder is conditioned upon Buyer's satisfaction of Seller's credit terms, as determined in Seller's sole discretion. Payment terms are net thirty (30) days from date of Seller's invoice. Late payments shall accrue a finance charge of one and one-half percent (1½%) per month or the highest rate allowable by law if lower. Buyer shall not withhold payment of any amounts due and payable by reason of any set-off of any claim or dispute with Seller. Seller shall be entitled to recover all costs and expenses, including reasonable attorneys' fees, arising out of Buyer's failure to make all payments due under this Contract in a timely manner.

4. Prices. Quoted prices are valid for thirty (30) days and are based on the specified delivery date. Seller reserves the right to equitably adjust its pricing upon any of the following: (a) Buyer's delay of delivery beyond the specified delivery date, (b) upon receipt and review of a change in scope, including revised architectural/shop drawings or specifications, or (c) if Seller receives prior to commencing production of the Goods a notification of a material price increase from a supplier of relevant raw materials. If the Quote includes charges for engineering or other up-front costs, such as procurement and storage of specified materials while in production, then Seller's current Schedule of Values (SOV) for progress billing and applicable storage rates shall determine the amount and timing of invoicing for such items.

5. Taxes. Buyer is responsible for payment of all taxes and duties not specifically assumed in writing by Seller. Buyer agrees to indemnify and hold Seller harmless from any damages and expenses related to any levy or attempted levy of any other taxes on Seller.

6. Suspension; Termination. In addition to any other remedies available to Seller in contract, at law, or in equity, Seller may suspend performance or terminate this Contract with immediate effect upon written notice to Buyer if Buyer: (a) fails to pay any amount when due or breaches or fails to perform under this Contract or any other agreement with Seller or (b) becomes insolvent or commences or has commenced against it proceedings relating to bankruptcy, receivership, or assignment for the benefit of creditors.

7. Title; Risk of Loss; Security Interest. Title and risk of loss passes to Buyer at the earlier of the time the Goods are (a) loaded into Buyer's or Buyer's agents' vehicles, or other modes of transport, in the case of FOB Plant sales, (b) duly delivered to a common carrier at the shipping point, or (c) delivered by Seller's trucking fleet. Buyer grants and Seller retains a purchase money security interest in the Goods purchased hereunder until the purchase price is fully paid and all other obligations of Buyer are satisfied.

8. Cancellation. Cancellation by Buyer prior to Seller's commencement of production of Goods may only be done upon Seller's written consent and subject to payment by Buyer of charges for engineering, drawings, labor, and materials allocated or purchased and all related costs incurred by Seller prior to the date of Buyer's request to cancel. Cancellation after Seller's commencement of production of Goods is not permitted. Because the Goods quoted are specially manufactured

or fabricated to order, Seller shall have, among other remedies, the remedy of specific performance of the Contract.

9. Inspection and Rejection of Nonconforming Goods. Buyer shall inspect the Goods within two (2) days of delivery ("Inspection Period"). Buyer will be deemed to have accepted the Goods unless within the Inspection Period Buyer (a) notifies Seller in writing that (i) the Goods delivered are different than identified in Buyer's purchase order, or (ii) the product's label or packaging incorrectly identifies its contents, and (b) furnishes written evidence or other documentation as reasonably required by Seller to substantiate any nonconformity.

10. No Returns. Goods may not be returned without Seller's prior written permission and except in accordance with Seller's shipping instructions. Any return of conforming Goods will be subject to a 20% handling charge in addition to whatever expense may be necessary to restore the Goods to salable condition. All transportation costs of returned Goods must be prepaid by Buyer.

11. Limited Warranty.

(a) Seller provides only the following express limited warranty: (i) that the Goods herein will conform to the approved specifications or architectural/shop drawings provided to Seller in writing prior to Seller's Quote or written acknowledgement of the purchase order, and (ii) that the Goods will be free from defects in material and workmanship. If, within one year from the date of shipment of the Goods, Buyer notifies Seller in writing that the Goods do not conform to the foregoing warranty, then Seller shall either repair or replace, at Seller's option, the non-conforming Goods. The foregoing limited warranty supersedes any and all other warranties. **SELLER DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE, INCLUDING THOSE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SELLER'S SOLE OBLIGATION AND BUYER'S SOLE AND EXCLUSIVE REMEDY FOR A BREACH OF THE FOREGOING WARRANTY SHALL BE THE REPAIR OR REPLACEMENT OF NONCONFORMING GOODS AS PROVIDED HEREIN. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, EXEMPLARY, OR PUNITIVE DAMAGES WITH REGARD TO ANY CLAIM ARISING OUT OF OR RELATING TO THIS CONTRACT.** Any oral statements made by Seller's employees or representatives, or statements contained in Seller's website, general advertising, pamphlets, brochures, or other written materials, shall not constitute warranties. The express limited warranty set forth herein shall be void if Buyer fails to pay Seller in full for the Goods.

(b) Buyer shall verify that Seller's Goods comply with the plans and specifications prior to installation. Seller's obligations under Section 11(a) shall not apply unless: (i) Buyer gives written notice of the defect, reasonably described, to Seller within thirty (30) days of the time when Buyer discovers or ought to have discovered the defect, (ii) Seller is given a reasonable opportunity after receiving the notice to examine such Goods, and (iii) Seller reasonably verifies Buyer's claim that the Goods are defective.

12. Time; Force Majeure. Seller shall make commercially reasonable efforts to provide the Goods by the specified delivery date and provide notice to Buyer of any expected delays. Seller is not responsible for any delays in its performance due to fire, flood, embargo, labor disputes, riot, pandemic, adverse weather conditions, inability to obtain transportation, fuel, electric power, or operating materials or machinery at reasonable cost, or any other causes of a similar or dissimilar nature to the foregoing that are beyond Seller's reasonable control. In the event of any such contingency, Seller reserves the right to determine the order of priority of production and delivery to its customers.

13. Safety. Safety Data Sheets and product information are available at Seller's office and Seller's website. Buyer agrees to notify all persons handling or using the Goods of the warnings contained in the Safety Data Sheets, labels, literature, and packaging relating to the Goods.

14. No Waiver. No failure to exercise or delay in exercising any right or remedy arising from this Agreement operates or may be construed as a waiver thereof. No waiver by Seller or Buyer of any of the provisions of this Contract is effective unless explicitly set forth in writing and signed by the waiving party.

15. Severability. If any term of the Contract is held to be invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or invalidate or render unenforceable such term in any other jurisdiction.

16. Applicable Law; Consent to Jurisdiction. This Contract and any dispute arising hereunder shall be governed by the internal laws of the State of Texas without giving effect to any choice or conflict of law provision or rule. Any legal suit, action, or proceeding arising out of or relating to this Contract shall be instituted in a court of competent subject matter jurisdiction located in the City of Dallas, Texas, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.