

# Elevate Architectural Products, Inc. ("EAPI")

## GENERAL TERMS & CONDITIONS

1. Agreement to General Terms and Conditions. EAPI and the Buyer identified on the EAPI Order Confirmation Form ("Order") hereby agree that the following General Terms and Conditions govern the transaction arising out of the Order. EAPI and Buyer acknowledge and agree that in certain circumstances, the Order is executed pursuant to a separate written agreement—a National Fabricator, Fabricating Installer, Distribution Agreement, or other controlling agreement signed by both parties (the "Controlling Agreement" or "Agreement Documents")—executed by EAPI and Buyer regarding Buyer's purchase of panels, sealants, services, or deliverables, including, without limitation, Elevate architectural panels and structural sealants (collectively, the "Goods") from EAPI. The parties intend that such Controlling Agreement, if it exists, and its respective exhibits govern all purchases of the Goods by Buyer. Any different or additional terms presented by Buyer, whether via purchase order or otherwise, shall be of no force or effect unless expressly approved in the Controlling Agreement executed by an authorized officer of EAPI. This Section 1 shall supersede any conflicting provisions under the UCC or similar legal authority.
2. Authority of EAPI's Agents. No agent, employee, or representative of EAPI has the authority to bind EAPI to any representation or warranty concerning the Goods except as set forth in writing in the Agreement Documents. Buyer affirms that it is relying solely on the representations in the Agreement Documents.
3. Transportation and Claims. All Goods are deemed received in good condition unless Buyer follows the warranty claim procedures in the applicable product warranty (the "EAPI Warranty") or makes a written claim for shortages, defects, or damages within ten (10) business days of delivery. Claims must include the original freight bill with notations by the carrier's agent.
4. Time for Bringing Action. Except for claims under an EAPI Warranty, any legal or arbitration action related to the Order must be initiated within one (1) year from the date of delivery.
5. Force Majeure. Neither party shall be liable for failure to perform due to causes beyond their control, including natural disasters, government action, labor strikes, war, terrorism, or supplier delays. Affected quantities may be adjusted or reallocated by EAPI at its sole discretion.
6. Limitation of Liability. IN NO EVENT SHALL EAPI BE LIABLE FOR INCIDENTAL, PUNITIVE, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF USE OR PROFITS, EVEN IF ADVISED OF THE POSSIBILITY THEREOF, ARISING OUT OF OR RELATED TO THE SALE, DELIVERY, USE, OR PERFORMANCE OF THE GOODS.
7. Warranty. EAPI'S SOLE AND EXCLUSIVE WARRANTY WITH RESPECT TO EACH PRODUCT IS SET FORTH IN THE APPLICABLE WRITTEN WARRANTY SPECIFIC TO THAT PRODUCT LINE (e.g., ALFA Panel Warranty, TopSeal Sealant Warranty). NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE MADE. If no specific written warranty applies, the Goods are provided "as-is." Buyer's remedy shall be limited to either (a) return of defective Goods and refund of the purchase price, or (b) replacement of the defective Goods, at EAPI's option.
8. Maximum Liability. EAPI's total liability shall not exceed the price paid for the Order. EAPI shall not be liable for the cost of substitute goods or indirect losses. Deductions from invoice amounts require EAPI's written approval.
9. Legality. If any provision is deemed invalid, the remaining provisions shall remain enforceable.
10. Waiver. Failure to enforce any provision shall not constitute a waiver of future enforcement rights.
11. Disclaimer of Agency. The relationship is that of seller and purchaser. Buyer is not an agent and may not bind EAPI in any transaction.
12. Assignment; Third-Party Beneficiaries. Buyer may not assign this Order without EAPI's written consent. EAPI may assign without consent. No third party shall have rights under this agreement.
13. Notice. Notices must be sent to the recipient's last known address by first-class mail or facsimile with confirmation.
14. Past Due Sums. Unpaid sums shall bear interest at 1.5% per month (or the maximum allowed by law). EAPI may withhold future deliveries or terminate the Order for non-payment.
15. Bankruptcy. If Buyer declares bankruptcy or makes an assignment for creditors, EAPI may terminate the Order and recover for all completed work.
16. Credit Acceptance. EAPI reserves the right to require prepayment or collateral based on Buyer's financial condition.
17. Governing Law; Arbitration. This Order shall be governed by Georgia law. Disputes shall first be mediated and, if unresolved, submitted to binding arbitration in Atlanta, GA under the AAA Commercial Arbitration Rules. Each party shall bear its own legal costs; arbitrator fees are split evenly. This clause does not prevent EAPI from joining Buyer in third-party legal proceedings.
18. Failure to Comply with Applicable Codes and Standards. EAPI disclaims liability for noncompliance with building codes or industry standards. Buyer agrees to defend and indemnify EAPI for related claims.
19. Right to Inspect. EAPI may inspect installation sites to assess compliance with applicable warranties.
20. Right to Rescind. EAPI may rescind or suspend the Order and void any warranty if Buyer fails to meet applicable code or standard requirements.

