

**BUILDING PRODUCT PROFESSIONALS LLC  
TERMS AND CONDITIONS OF SALE**

1. **APPLICABILITY.** In the absence of a written agreement executed by BUILDING PRODUCT PROFESSIONALS LLC (“Seller”) and a buyer (“Buyer”) of Seller’s products or services (collectively, “Products”) for the sale of such Products (“Agreement”), (a) these Terms and Conditions of Sale (“T&Cs”) reflect the sole and exclusive agreement between the parties for the sale or provision of such Products; and (b) by requesting a quote or ordering products, Buyer accepts these T&Cs as the sole and exclusive agreement between Buyer and Seller for the sale and purchase of Products. In the event of an Agreement, these T&Cs shall still apply to the extent not contradicted by such Agreement. No changes, different, or other terms or conditions—whether contained in a purchase order or otherwise—shall apply unless expressly acknowledged by Seller in a written agreement executed by an authorized representative of its business. All such other terms and conditions are expressly rejected by Seller.
2. **ORDERS.** These T&Cs do not obligate Seller to accept any order, and no order is accepted until Seller provides written confirmation of its acceptance of the order. Acceptance is subject to credit approval.
3. **PRICE AND PAYMENT.** Buyer agrees to pay the prices quoted by Seller in its order confirmation and any additional applicable costs or price changes in effect on the date of shipping. Buyer also agrees to pay all shipping and handling charges, fuel surcharges, taxes, and duties. Seller shall collect applicable taxes unless Buyer submits a valid tax exemption certificate and advises Seller as to those Products to which it applies. Payment is due thirty (30) days from the date of invoice. Payment is not contingent on Buyer’s ability to collect or obtain funds from any other party. In the US, Seller may allow payments by credit card; however, any such payments are subject to a 3% surcharge. Late payments shall accrue interest at the rate of 1.5% per month (18% per year) or the maximum lawful rate, whichever is less. In the event of non-payment, Buyer shall pay Seller’s costs of collection, including reasonable attorney and legal fees.
4. **DELIVERY.** All Products shall be packed for ground transportation. Buyer shall provide Seller with detailed shipping instructions prior to shipment. Buyer shall be responsible for any increased costs or delays in delivery resulting from Buyer’s failure to supply such instructions in a timely manner. All specified delivery dates reflect Seller’s best estimates, and Seller reserves the right to modify the delivery dates. In the event Buyer requests a change in the scheduled delivery date within three (3) business days of the scheduled shipping date and Seller agrees to such change, a fee of \$500 shall apply. Title and risk of loss shall pass to Buyer at point of delivery if Product is delivered by Seller’s truck. If delivery is not by Seller’s truck, sales are Ex Works Seller’s location. In the event Buyer requests that Seller hold or store Products beyond their delivery date, or in the event Seller is unable to take or otherwise refuses delivery of any Products, Seller may store the Products at Buyer’s sole risk and expense and charge Buyer for shipping and storage and any other cost or expense incident to Buyer’s request or refusal. Seller may also demand immediate payment of such items as well as the Products themselves. In instances of bulk carload, tank truck, and tank car shipments, Seller’s weights shall govern. Products shall be packed for shipment in Seller’s standard packing. Buyer shall be responsible for promptly inspecting all Products to ensure that there are no “Deficiencies,” specifically that: (a) the Products were delivered without damage; and (b) the correct amounts, concentration levels, and types of Products were delivered. **BUYER SHALL NOTIFY SELLER, IN WRITING, OF ANY DEFICIENCIES WITHIN FIVE (5) BUSINESS DAYS OF DELIVERY. BUYER’S FAILURE TO TIMELY INSPECT AND GIVE NOTICE AS REQUIRED HEREIN SHALL CONSTITUTE IRREVOCABLE ACCEPTANCE OF THE PRODUCTS, A WAIVER OF THE RIGHT TO REJECT NON-CONFORMING GOODS, AND A WAIVER OF ANY AND ALL CLAIMS RELATED TO DEFICIENCIES.**
5. **WARRANTIES.** As to Products for which Seller acts as a distributor (*i.e.*, Products that Seller offers for resale or Products that Seller does not blend, brand, or package), Buyer acknowledges that Seller has no control over the quality of such Products and, accordingly, that Seller makes **NO REPRESENTATIONS OR WARRANTIES WHATSOEVER IN RELATION TO SUCH PRODUCTS.** The manufacturer’s warranty may apply. Seller otherwise offers the following warranty: Seller warrants that the Products conform to the published specifications at the time Seller makes the Products available for shipment or pickup. Buyer is responsible for testing the Products and for determining their suitability for their intended application. All statements (except for Product specifications) made on other published information including labels, Product Bulletins, Product Information Sheets and Safety Data Sheets or by any of Seller’s employees or agents are given for general information only. **EXCEPT AS SET FORTH HEREIN, SELLER DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO, WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS, AND WARRANTIES AS TO QUALITY OR CONFORMANCE WITH A PRIOR DESCRIPTION OR SAMPLE.** Seller’s warranties apply only to Buyer and do not transfer to subsequent users, purchasers, or recipients of Products. Buyer warrants that at the time it places any order for Products, it is not insolvent or an insolvent person as that term is used by the Uniform Commercial Code, the Bankruptcy and Insolvency Act, or any bankruptcy code.
6. **REMEDIES.** In the event a Product does not conform with the warranties set forth herein (“Non-Conforming Product”), Seller may, at its option, credit Buyer for the purchase price or replace the Product. **SUCH REMEDY REFLECTS BUYER’S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO ITS PURCHASE OF PRODUCTS AND SELLER’S SOLE OBLIGATION WITH RESPECT TO PRODUCTS.** Buyer’s entitlement to such remedy is conditioned upon (a) Buyer’s account being current and in good standing; (b) Seller receiving written notice of the Non-Conforming Product within thirty (30) days of Buyer’s receipt of such Product; (c) Buyer providing evidence satisfactory to Seller that the Product is in fact non-conforming (which may include the return of the Products for testing as well as the provision of by-products, waste, retains, records, pictures, and other supporting documentation); (d) return of the Non-Conforming Product; (e) proof that Buyer followed all instructions related to the Product, including instructions related to storage; and (f) a description of Buyer’s use of the Product. During Seller’s investigation, and at no cost to Seller, Buyer will store and preserve the Non-Conforming Products and supporting evidence.
7. **USE OF PRODUCTS.** Buyer is responsible for (a) ensuring that Products meet its needs, including that Products are approved for use in any

intended application, and (b) familiarizing itself with any manufacturer requirements, restrictions, limitations, warnings, disclosures, and instructions. Buyer shall be responsible for familiarizing itself and keeping itself informed as to any hazards to persons or property actually or potentially caused by the Products or their containers, including any hazards caused by their handling or from their chemical composition, including those containing perfluoroalkyl or polyfluoroalkyl substances (collectively, "PFAs"). Buyer shall be responsible for advising its employees, contractors, customers, and any others who handle the Products regarding the same. **BUYER ACKNOWLEDGES THAT PRODUCTS MAY BE HAZARDOUS TO HUMAN HEALTH. BUYER ASSUMES ALL RISK RELATED TO THE USE OR MISUSE OF THE PRODUCTS, INCLUDING THEIR STORAGE, HANDLING, SALE, OR RESALE AND REGARDLESS OF WHETHER THE PRODUCTS ARE USED SINGLY OR IN COMBINATION WITH OTHER PRODUCTS. SELLER ASSUMES NO OBLIGATION OR LIABILITY FOR ANY ADVICE OR REPRESENTATIONS MADE BY SELLER WITH RESPECT TO PRODUCTS OR ANY REPRESENTATIONS REGARDING RESULTS WHICH MAY BE OBTAINED FROM THE SAME. BUYER RELIES UPON SUCH INFORMATION AT ITS SOLE RISK.** Buyer shall defend and indemnify Indemnified Parties (defined herein) from any and all Claims (defined herein) associated with any employee's, contractor's, customer's, or user's use of any Product, including but not limited to any claims based upon failure to warn. Buyer will not package, process, sell, resell, certify, provide, or offer Products as Active Pharmaceutical Ingredients to any entity, either directly or through the use of third parties. Buyer represents and warrants that it will not use any Product or byproduct in relation to (a) nuclear weapons, (b) chemical weapons, (c) weapon systems, (d) military applications, (e) illicit drugs, or (f) research related to any of the same.

**8. LIMITATION OF LIABILITY AND INDEMNIFICATION. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL SELLER BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, NOMINAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS OR DAMAGES FOR DELAY, EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY LAW, BUYER SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS SELLER, ITS SUBSIDIARIES, AFFILIATED COMPANIES, AND THEIR RESPECTIVE EMPLOYEES, DIRECTORS, OFFICERS, TRUSTS, TRUSTEES, AND AGENTS (COLLECTIVELY, "INDEMNIFIED PARTIES") FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, LIABILITIES, JUDGMENTS, SETTLEMENTS, COSTS, INVESTIGATIONS, AND EXPENSES (INDIVIDUALLY, A "CLAIM") RELATING TO (A) THE USE, HANDLING, STORAGE, LABELING, PREPARATION, PACKAGING, RETURN, SALE, OR RESALE OF THE PRODUCTS OR THEIR CONTAINERS, (B) BUYER'S OBLIGATIONS, LIABILITIES, AND RESPONSIBILITIES UNDER THESE T&Cs, (C) THE RISKS BUYER ASSUMES IN ACCORDANCE WITH THESE T&Cs, (D) BUYER'S NEGLIGENCE, BREACH OF THESE T&Cs OR OTHER AGREEMENT BETWEEN THE PARTIES, OR ANY OTHER WRONGFUL OR UNLAWFUL CONDUCT, AND (E) ISSUES WITH RAW MATERIALS OR THEIR SOURCES OR SUPPLIERS. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL INDEMNIFIED PARTIES' LIABILITY—WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY, STATUTE, COMMON LAW, INDEMNITY, OR OTHERWISE—EXCEED THE PURCHASE PRICE FOR THE PRODUCTS AT ISSUE OR, IF NOT APPLICABLE, THE PURCHASE PRICE FOR THE PRODUCTS PURCHASED BY BUYER FROM SELLER DURING THE THREE (3) MONTHS PRIOR TO THE EVENTS GIVING RISE TO THE CLAIM. SELLER SHALL HAVE NO LIABILITY WITH RESPECT TO ANY PRODUCT NOT USED IN ACCORDANCE WITH ITS INTENDED PURPOSE, THE MANUFACTURER'S INSTRUCTIONS, OR APPLICABLE LAW, INCLUDING THE REQUIREMENTS OF THE UNITED STATES FOOD, DRUGS AND COSMETIC ACT.**

**9. EVENTS BEYOND SELLER'S CONTROL.** Seller shall not be responsible if events beyond its control make it impossible or commercially unreasonable to perform. Such events include, but are not limited to, "Acts of God," force-majeure events, vendor delays, and material shortages.

**10. EXPORTS AND COMPLIANCE.** Buyer is responsible for compliance with all export control rules and regulations. Buyer shall not name Seller as shipper or exporter of record in connection with the export or re-export of any Products. Buyer shall ensure that Products are exported in compliance with all applicable laws, including US Export Administration Regulations. Buyer shall not directly or indirectly provide the Products to any country, region, person, or organization in violation of any sanction or embargo law, order, rule, or regulation. Buyer shall not use or enable others to use Products in the design, development, production, or use of weapons. Buyer shall comply with all applicable laws with respect to the Products.

**11. CANCELLATION; SUSPENSION.** Seller may cancel an order, suspend shipment, or adjust Buyer's payment terms in the event (a) Buyer fails to timely pay any invoice, (b) Buyer generally fails to pay its debts as they become due, (c) Seller reasonably believes that Buyer's creditworthiness has deteriorated or Buyer is insolvent, (d) Buyer sells a majority of its assets or shares, or (e) Seller believes Buyer has violated or has failed to satisfy its obligations under these T&Cs or any other agreement between it and Seller. Cancellation of an order or return of Non-Conforming Products, in whole or in part, is subject to Seller's approval, which it may withhold for any reason, as well as a restocking fee in accordance with Seller's then policy in effect.

**12. BULK/TANK FULL RETURNS.** If Buyer rejects all or any portion of Product that complies with specifications at time of delivery at Buyer's designated location (including but not limited to a rejection due to Buyer's lack of storage capacity), Buyer will be liable for: (i) freight and handling fee to cover all associated expenses related to the rejected delivery and return of Product to Seller's facility; and (ii) a diversion/disposal fee. Seller reserves the right to reduce the quantity of Product ordered by Buyer on future purchase orders for recurring incidents.

**13. GENERAL.** These T&Cs replace and supersede any and all prior contracts, agreements, promises, understandings, and representations between the parties with respect to Seller's provision of Products. For purposes of clarity, these T&Cs do not replace or supersede agreements for Seller's provision of other services to Buyer, such as the extension of credit or warehousing services. Course of performance, course of dealing, and usage of trade shall not be used to qualify, explain, interpret, or supplement these T&Cs. These T&Cs may only be modified by a written agreement signed by both parties. The failure by either party to require strict performance with these T&Cs shall not constitute a waiver of any term. The invalidity, in whole or in part, of any term herein, shall not affect any other term, each of which shall be enforced to the full extent permitted by law. Buyer may not assign, delegate, or transfer any rights or obligations contained in these T&Cs without the prior written consent of Seller. These T&Cs and any dispute between the parties shall be governed by California law, exclusive of choice of law principles. The exclusive jurisdictions and venues for any dispute between the parties shall be Orange County, California, and the parties consent to jurisdiction and venue in these courts. ANY ACTION ON BEHALF OF BUYER AGAINST SELLER

MUST BE MADE WITHIN ONE (1) YEAR OF THE EVENTS GIVING RISE TO THE SUIT. The United Nations Convention on the International Sale of Goods shall not apply to Seller's provision of Products or the parties' relationship. Seller shall be entitled to reference Buyer as a customer of Seller and utilize photographs of Buyer's applications of Products in Seller's marketing materials. Buyer shall not, with respect to any Products, use or allow them to be used, sold, exported, supplied or provided in any manner that would constitute a violation of any sanction or other law or order, including by selling them, directly or indirectly, to any person or entity identified by the US Department of the Treasury, Office of Foreign Assets Controls' List of Specially Designated Nationals and Blocked Persons, any list of Foreign Sanction Evaders, the Consolidated list of persons, groups, and entities subject to EU financial sanctions, and any other similar list. Buyer represents and warrants there will be no diversion of any shipment that is contrary to any applicable law, including without limitation, the US Export Administration Regulations, the International Traffic in Arms Regulations ("ITAR"), the Export Control List, the US Foreign Corrupt Practices Act, and the US Office of Foreign Asset Control Regulations.