

Terms and Conditions of Sale



ALL TRANSACTIONS ARE GOVERNED BY SELLER'S TERMS AND CONDITIONS OF SALE. ANY PROPOSAL THAT INCLUDES DIFFERENT OR ADDITIONAL TERMS THAT VARY FROM THESE TRIDENT WINDOWS, LLC ("SELLER") TERMS AND CONDITIONS OF SALE ("T&Cs") ARE OBJECTED TO AND DISALLOWED. NOTWITHSTANDING THE FOREGOING, ANY SUCH COUNTERPROPOSALS BY CUSTOMER SHALL NOT OPERATE AS A REJECTION OF THE CONTRACT OF SALE, BUT AS A REJECTION OF THE ADDITIONAL OR DIFFERENT TERM(S):

1. **FORMAT OF CONTRACT.** An order is deemed by Seller to be an offer to purchase, which Seller may accept or reject in its sole discretion. Seller's acceptance of an offer to purchase is binding on Seller only if made by written instrument or, if not by written instrument, by shipment of the products ordered (and acceptance by shipment shall only be binding as to the portion of the order actually shipped by Seller). Any automatic or computer generated response to an order by Seller's internal electronic data exchange system or otherwise shall not be deemed acceptance of an order. Seller's acceptance is subject to Seller's Terms and Conditions of Sale stated herein.
2. **PRICES.** All prices are firm for 30 calendar days from the date of quotation. After 30 calendar days from the date of quotation, all quoted prices are subject to change by Seller without prior notice. In any event, all prices are subject to adjustment on account of any errors or omissions by Seller or for specifications quantities, materials, installation, shipment arrangements or other terms and conditions which are not part of the original price quotation. Unless explicitly stated otherwise, prices are exclusive of all taxes and other charges imposed by federal, state, municipal or other governmental authority upon production, severance, manufacture, delivery, storage, consumption, sale, use or shipment of the Products, all of which taxes and other charges will be charged to and paid by Customer. Customer is responsible for obtaining and providing to Seller any certificate of exemption or similar document required to exempt any sale from sales, use or similar tax liability.
3. **DELIVERY AND INSPECTION.** Unless otherwise specified, prices are F.O.B. Seller's warehouse with freight allowed to Customer's job site or other pre-designated location provided site location is within twenty five (25) miles of Seller's warehouse and subject to order minimums. Delivery to Customer's job site will only include unloading wooden crates onto a flat and level surface via piggy back fork lift. Any other site conditions (e.g., uneven terrain, soil not capable of supporting forklifts) will require special delivery and handling. Customer shall arrange any necessary permits or other arrangements for deliveries at the job site. The time of delivery shall be the approximate time when the Products are ready for pickup at the location by Customer or by a carrier for delivery to the Customer. Seller cannot project delivery on items quoted until credit is approved and Seller is in receipt of final approved Customer Order, and for commercial projects the Window/Door Submittal Package (i.e., Specification Checklist and Shop Drawings) and deposit. Thereafter, all ship dates provided by Seller are approximate dates when the Product is expected to be shipped. No absolute assurances can be given as to the exact date of shipment and/or time of arrival of Product. Customer assumes all risks of loss or damage upon Seller's delivery of the Products to the Products to the job site or upon carrier arranged by Customer picks up products from the Trident warehouse for delivery to job site. Seller has no obligation to deliver Products against any order by Customer, unless and until the Customer Order, and for commercial projects the Window/Door Submittal Package (i.e., Specification Checklist and Shop Drawings), have been accepted and deposit is received by Seller. In any event, Seller shall not be liable for any delay or failure in delivery. Customer shall reimburse Seller

for any cost to the Seller resulting from delays caused by Customer. Products on which delivery is delayed due to any cause within the Customer's control, may be placed in storage by Seller at the Customer's risk and for its account. Customer shall be liable for all costs and expenses incurred by Seller in holding or storing Products by Customer or at Customer's request. Seller has no obligation to deliver Product to Customer if Customer has any amount past due. Customer shall inspect Products shipped by Seller immediately upon receipt at Customer's destination and provide notice of any claim for damages, shortages or otherwise ("Defects") within 72 hours. Failure of Customer to give Seller written notice of Defects within 72 hours shall constitute an unqualified acceptance of such Products.

4. **MEASUREMENTS.** All Seller measurements are taken for purposes of providing a price estimate only. Customer is responsible for all final measurements and for the correctness and accuracy thereof.
5. **CANCELLATION AND RETURNS.** Orders may be modified by Customer only on Seller's written consent and will be considered a new order. If Customer causes changes to be made, or delays or interrupts the progress of work, or fails to provide necessary information, Customer will on demand reimburse Seller for all charges and expenses caused by such changes or delays including costs of raw materials, supplies, and labor cost for work in progress, plus overhead and reasonable profit. Orders which have been accepted may be cancelled by Customer only upon: (a) Written notice to Seller subsequently accepted in writing by Seller and; (b) Payment to Seller of reasonable cancellation charges. Products are not in any event to be returned to Seller without prior written authorization. Units are not returnable unless damaged beyond repair prior to delivery or ordered incorrectly by Seller. Notwithstanding anything else in these T&Cs, Seller reserves the right to discontinue deliveries of any products, the manufacture, sale or use of which would, in Seller's opinion, infringe upon any U.S. patent, trademark or design now or hereinafter issued, registered, or existing and under which Seller is not licensed.
6. **PAYMENT TERMS.** All orders by Customer are subject to credit investigation and approval prior to acceptance by Seller. If credit is approved and extended to Customer, Seller's payment terms are net thirty (30) days from date of Product delivery. Seller may, in its sole judgment, require such other payment terms as it deems appropriate (including full or partial payment in advance of shipment, or at the time of order) or revoke any credit previously extended. A deposit is required from Customer on all orders. Amounts owed by Customer shall be paid without holding any retainage and/or set-off for any amounts, which Customer may claim are owed by Seller and regardless of any other controversies which may exist. Payment shall be made via ACH or bank cashier's check or as otherwise designated on its invoice or at such other location as Seller may designate in writing from time to time.
7. **PAST DUE ACCOUNTS.** A finance charge of the lesser of 1.5% per month (18% APR) or the highest contract rate permitted by law will be assessed on all Customer's past due accounts. An invoice is past due if the net amount is not paid within thirty (30) days from the date of invoice. Interest charged on the past due invoices will be assessed from the date on which that invoice was written.
8. **DISCLAIMER OF WARRANTIES.** THE WARRANTIES SET FORTH HEREIN OR IN SELLER'S WARRANTY DOCUMENTS WITH RESPECT TO A PRODUCT ARE THE ONLY WARRANTIES MADE BY SELLER IN CONNECTION WITH THE PRODUCTS AND THE TRANSACTIONS CONTEMPLATED AS A RESULT OF THIS SALE. SELLER MAKES NO OTHER WARRANTIES OR REPRESENTATIONS TO CUSTOMER OR ANY OTHER PERSON OF ANY KIND, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCTS, AND SELLER SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. PRODUCTS SOLD HEREUNDER ARE SOLD ONLY TO THE SPECIFICATIONS SPECIFICALLY SET FORTH BY THE SELLER IN WRITING. SELLER'S SOLE OBLIGATION FOR A REMEDY TO CUSTOMER SHALL BE REPAIR OR REPLACEMENT OF NON-CONFORMING PRODUCTS. CUSTOMER ASSUMES

ALL RISK WHATSOEVER AS TO THE RESULT OF THE USE OF PRODUCTS PURCHASED, WHETHER USED ALONE OR IN COMBINATION WITH OTHER PRODUCTS OR SUBSTANCES.

9. **WARRANTY.** Seller guarantees and warrants, to the original single family homeowner (for residential properties), or original Customer (for commercial properties), that each window and door product shall be free of defects in workmanship and materials, for a period of ten (10) years from the date of delivery to the original homeowner or Customer (the "Warranty Period"), subject to the conditions and limitations stated below, and only for so long as the original owner owns and resides in the property where the windows and doors are installed ("Workmanship & Materials Limited Warranty").

If any such failure occurs during the Warranty Period, Seller will, in its sole discretion, provide full replacement or replacement parts as necessary to make the repairs, without charge, delivered to Seller's Houston warehouse. The warranty on the replacement parts will extend only for the balance of the Warranty Period of the original product. In no event shall Seller be responsible for the cost of labor, installation, sales tax, finishing, or any other associated or incidental cost, for either the original or the replacement parts, unless expressly required by state law. The original Warranty Period shall not be extended by any repair or replacement.

Exceptions

Optional Product Accessories

This warranty does not cover optional product accessories, parts, add-ons, equipment, supports, pans, caps, screens or other aftermarket items, whether or not affixed to Seller's products and whether or not manufactured by Seller or other third-parties.

Exclusions

This Workmanship & Materials Limited Warranty does not cover conditions that are not product defects or are caused by factors outside of Seller's control, including without limitation:

- minor glass imperfections, that are allowable under applicable ASTM or other industry standards;
- condensation, frost, mold, mildew, corrosion, or fungus on product surfaces;
- temporary thermal expansion or bowing resulting from direct sunlight and/or significant differential between indoor and outdoor temperatures;
- defects in exterior finishes resulting in cracking, peeling, and other loss of adhesion in coastal applications.

This Workmanship & Materials Limited Warranty shall be void under the following conditions:

- the unit is shattered, cracked, broken or damaged for any reason;
- the unit is not installed or maintained in accordance with Seller's written installation instructions and Care and Maintenance Guide, AAMA standards, and applicable building codes;
- the unit is not properly weeped to avoid accumulation of moisture or water;
- non-standard installation, including without limitation, units installed in other than a vertical plane, sloped glazing, or out-of-square;
- the unit is subjected to stresses, including without limitation, stresses resulting from structural settlement or vibration, soils movement, or other movement of the building foundation, localized application of heat causing excessive temperature differentials over the glass surfaces or edges, or exposure to corrosive materials, including without limitation, sulfur or chlorine;

- the unit is submerged in water;
- aftermarket tints, coatings, films, vinyl graphics covering more than twenty-five percent (25%) of the surface area of glass or other modifications have been applied to the unit;
- the unit has been exposed to extreme weather or atmospheric conditions or Acts of God;
- the unit has been modified or altered by the original Customer or any other third-party;
- the unit has been improperly used or maintained;
- the unit was installed in a high-altitude application without capillary tubes or has capillary tubes but was not installed in a high-altitude application.

Disclaimers and Limitations

Disclaimers

THIS WORKMANSHIP & MATERIALS LIMITED WARRANTY IS THE EXCLUSIVE WARRANTY OFFERED BY TRIDENT WITH RESPECT TO THE WORKMANSHIP AND MATERIALS OF ITS PRODUCTS. TRIDENT EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES, CONDITIONS, OR COVENANTS OF ANY KIND, EITHER STATUTORY, EXPRESS, OR IMPLIED INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, USE, CLIMATE, CONDITION, DURABILITY, OR SUITABILITY FOR A PARTICULAR PROJECT OR DESIGN.

In the event state law precludes exclusion or limitation of implied warranties, the manner of presenting any claim thereon shall be the same as that provided in the express warranty stated herein. Any product or component that is not subject to this Workmanship & Materials Limited Warranty or another express limited warranty offered by Trident is provided AS IS and without warranty.

Limitations

TRIDENT WILL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, CONTINGENT, OR PUNITIVE DAMAGES FOR: (i) ANY CLAIM, WHETHER BASED ON A BREACH OF WARRANTY, BREACH OF CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE; (ii) THE TENDER OF DEFECTIVE OR NON-CONFORMING GOODS; (iii) BREACH OF ANY OTHER PROVISION OF THIS LIMITED EXPRESS WARRANTY; (iv) CLAIMS ARISING FROM CONTRACTS BETWEEN TRIDENTS' REGISTERED DEALERS AND THEIR CUSTOMERS, AGENTS, EMPLOYEES, SUBCONTRACTORS, END-USERS OR OTHER THIRDPARTIES; OR (v) ANY LOSS OR CLAIM, INCLUDING WITHOUT LIMITATION, WATER INTRUSION AND RELATED DAMAGE, ARISING OUT OF OR IN CONNECTION WITH ANY THIRD-PARTY RECOMMENDATION, INSTALLATION, MODIFICATION OR REPAIR. IN NO EVENT WILL TRIDENTS' LIABILITY EXCEED THE PURCHASE PRICE PAID FOR THE SUBJECT PRODUCT OR COMPONENT.

No distributor, dealer, employee or representative of Trident may change, extend, or in any way modify this Workmanship & Materials Limited Warranty, either orally or in writing, and any such modification will have no force or effect.

Suitability

Trident is not responsible for determining the suitability of any product for a particular project, design, application, climate, condition, use, or customer need or purpose. Trident is also not responsible for determining whether the incorporation of its products into a building design will achieve a particular third-party certification or standard as windows and doors are only one factor in the building envelope. Determining such product suitability is the responsibility of the architect, contractor, registered dealer, installer, owner, user, and/or other construction

professionals. Trident will also not be responsible for any claims or damage arising from inappropriate selection of products, faulty building design or construction, improper installation, or inaccurate orders.

Seller also does not control the application or selection of its product configurations, sealant, or glazing materials and assumes no responsibility therefore. It is the responsibility of the architect, contractor, registered dealer, installer, owner, user, and/or other construction professionals to make these selections in strict compliance with applicable laws and codes. These limitations of warranty and liability shall survive and apply, even if the exclusive remedy described in this Workmanship & Materials Limited Warranty is deemed to fail for its essential purpose.

Conditions and Procedures

Procedures

Claims under this warranty must be made in writing to the Registered Dealer, Builder or Contractor from whom the product was purchased and to Trident at 1333 Old Spanish Trail, Suite G #111, Houston, TX 77054 and include: (1) your name, address, and telephone number; (2) proof of purchase; (3) Trident order number; (4) proof of home or property ownership; (5) the date the alleged condition was first observed; and (6) a specific description of the alleged condition. All warranty claims must be made as soon as practicable after discovery of the alleged condition and in all events within the applicable warranty period and prior to the beginning of any repair work. Trident reserves the right to inspect any and all units alleged to be defective at their installed location, or by having the unit returned to the factory at Customer's expense for inspection and/or testing, prior to making any determination as to whether a covered defect exists or authorizing any repair or replacement hereunder.

No Waiver

In the event Seller decides, in its sole discretion, to deviate from any of the conditions or limitations described in this Workmanship & Materials Limited Warranty, such exception shall apply only to the limited circumstance and limited time for which it was granted and shall not be construed as a waiver of Seller's right to strictly enforce any condition or limitation hereunder. This Workmanship & Materials Limited Warranty is effective for all units manufactured by Seller and sold to homeowners or builders directly or via third parties after January 4, 2024, and all previous warranties shall be considered null and void as to such products.

10. **LIMITS OF LIABILITY AND EXCLUSIVE REMEDY.** No claim by Customer of any kind including, but not limited to, claims for indemnification, whether as to quality or amount of product delivered or non-delivery, shall be greater in amount than the purchase price for the products in respect of which damages are claimed. IN NO EVENT SHALL SELLER BE LIABLE TO CUSTOMER FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, STATUTORY, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOSS OF USE, LOSS OF TIME, INCONVENIENCE, LOST BUSINESS OPPORTUNITIES, DAMAGE TO GOOD WILL OR REPUTATION, OR LOSS OF DATA, ARISING OUT OF, OR AS A RESULT OF, THE SALE, DELIVERY, SERVICING, USE OR LOSS OF THE PRODUCTS SOLD HEREUNDER, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, AND EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES COULD HAVE BEEN REASONABLY FORESEEN.
11. **FORCE-MAJURE.** Seller shall not be liable for any damages based on cover, or consequential damages (including but not limited to, loss of profits, or damages based upon loss of use of the Product), for any failure to or delay in delivery due to Acts of God, pandemics, floods, tornadoes, hurricanes, earthquakes, or other weather conditions, accidents (whether or not caused or contributed to by Seller's negligence), strikes, or other labor disputes (whether against Seller, its suppliers or carriers, and whether or not due to the fault of the Seller), delay of carriers, shortages of materials, fuel or energy, breakdown of Seller's equipment, orders, requirements or results of any government, government agency, or any officer official thereof, or any similar causes, whether or not beyond

Seller's control. In the event that there is a delay in delivery due to such cause or causes, Seller shall have the option to cancel without any liability to Customer or make delivery within a reasonable time after the termination of the cause or causes of the delay.

12. **INSTALLATION.** Unless otherwise specified, Seller assumes no obligation to install any Products sold, or to place them in working order after Customer has installed them.
13. **BREACH.** In the event of failure of Customer to make any payment to Seller when due, Seller shall be entitled, at its sole discretion, to: (a) Suspend shipment of any or all Products to Customer, whether or not the contract covering said Products has been accepted; (b) Cancel any contracts then outstanding for the sale of goods to Customer; and/or (c) To the extent permitted by law, recover from Customer all expenses incurred by Seller in the collection of said payment, including reasonable attorney's fees.
14. **WAIVER.** Seller's waiver of any breach by Customer of any of the provisions of this sale shall not constitute a waiver of any other breach of the same or any other provision. Seller's rights and remedies under any provision of this sale shall be in addition to and not in substitution of any other rights and remedies available to Seller under applicable law.
15. **INDEMNIFICATION.** Customer shall indemnify and hold Seller harmless from and against any and all claims, causes of action, judgments and expenses incurred in connection therewith including reasonable attorneys' fees, made upon or brought against Seller by any person whomsoever, which are in any way related to or connected with this Product described herein or the manufacture or use of the same, and without limiting the generality of the foregoing such claims of personal injury, death, property damage, loss of profit, damages based upon loss of use of any product, patent, trademark, trade name infringement, whether or not such claims are based in whole or in part upon Seller's breach of any warranty, express or implied, negligence or other.
16. **ASSIGNMENT.** Customer shall not (by operation of law or otherwise) assign its right or delegate its performance hereunder without the prior written consent of Seller, and any attempted assignment or delegation without such consent shall be void and ineffective for all purposes. If an assignment or delegation is made by Customer without the prior written consent of Seller, then Seller may, at its sole option, and without limiting any other remedy which Seller may have at law or in equity, either specifically enforce this contract or require Customer to pay the Seller all costs, lost profits, incidental, consequential, special, exemplary and other damages and expenses suffered or incurred by reason of such assignment or delegation.
17. **COMPLIANCE WITH LAWS; EXPORT LAWS.** Customer and Seller shall comply with all applicable international, national, state, regional and local laws and regulations with respect to their performance of this Agreement. Customer agrees to adhere to all applicable US Export laws and regulations with respect to the products.
18. **GOVERNING LAW.** This Agreement shall be construed, and the respective rights and duties of Customer and Seller shall be determined, according to the laws of the State of Texas, without giving effect to its principles of conflicts of laws. The UN Convention on Contracts for the International Sale of Goods shall not apply to these T&Cs.
19. **DISPUTE RESOLUTION.** Any dispute, controversy or claim arising out of or related in any way to these Terms and Conditions of Sale and/or any sale and purchase of products hereunder or any transaction contemplated hereby which cannot be amicably resolved by the parties shall be solely and finally settled by arbitration administered by the American Arbitration Association in accordance with its commercial arbitration rules. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitration shall take place before a panel of three (3) arbitrators sitting in Houston, Harris County, Texas. The language of the arbitration shall be English. The arbitrators will be bound to adjudicate all disputes in accordance with the laws of the State of Texas. The decision of the arbitrators shall be in writing with written findings of fact and shall be final

and binding on the parties. The arbitrator shall be empowered to award money damages, but shall not be empowered to award incidental damages, consequential damages, indirect damages, statutory damages, special damages, exemplary damages, punitive damages or specific performance. Each party shall bear its own costs relating to the arbitration proceedings irrespective of its outcome. This section provides the sole recourse for the settlement of any disputes arising out of, in connection with, or related to this Agreement.

20. ENTIRE AGREEMENT. The Terms and Conditions shall constitute the sole and exclusive agreement between the Customer and Seller, and the same may not be altered, amended, modified or rescinded except in writing signed by the Customer and Seller.