

**COOKS BUILDING SUPPLY, INC. ("CBS")
STANDARD TERMS AND CONDITIONS FOR ACCEPTANCE OF PURCHASE ORDERS**

ENTIRE AGREEMENT: CBS'S ACCEPTANCE OF BUYER'S PURCHASE ORDER IS EXPRESSLY CONDITIONED UPON BUYER'S ACCEPTANCE OF CBS'S STANDARD TERMS AND CONDITIONS FOR ACCEPTANCE OF PURCHASE ORDERS, AS CONTAINED IN THIS DOCUMENT. DIFFERENT OR ADDITIONAL TERMS IN BUYER'S PURCHASE ORDER, IN ANY CHANGE ORDER RELATED TO BUYER'S PURCHASE ORDER, OR IN ANY OTHER DOCUMENT GENERATED BY BUYER TO CBS, ARE HEREBY REJECTED AND NO PRIOR OR SUBSEQUENT CONDUCT OF CBS SHALL BE DEEMED TO BE AN ACCEPTANCE OF DIFFERENT OR ADDITIONAL TERMS. Buyer's Purchase Order is accepted by CBS together with these Terms and Conditions, which shall be the entire agreement of the parties relating to the good(s) or service(s) ordered and shall supersede any other agreement whether written or oral between Buyer and CBS. No modification of the agreement shall be valid unless in writing and signed by each of the parties, however THE TERMS AND CONDITIONS CONTAINED IN THIS DOCUMENT SHALL NOT BE MODIFIED UNLESS CHANGES ARE MADE IN WRITING UPON A PRINTED VERSION OF THIS DOCUMENT, WITH SUCH CHANGES INITIALED AND WITH THE DOCUMENT SIGNED BY EACH OF THE PARTIES. ONLY CBS'S PRESIDENT HAS THE AUTHORITY TO SIGN MODIFICATIONS HEREOF UPON A PRINTED VERSION OF THIS DOCUMENT.

ACCEPTANCE OF COUNTER-OFFER: CBS's acceptance of Buyer's Purchase Order on these terms and conditions constitutes a counter-offer by CBS to Buyer. Buyer may accept CBS's counter-offer: (1) in writing acknowledging same; (2) by written instruction for CBS to begin production after CBS's acceptance of Buyer's Purchase Order without objection to these terms; (3) by accepting delivery of all or part of the good(s) or service(s) specified in Buyer's Purchase Order without objection to these terms; or (4) by paying CBS for all or part of the good(s) or service(s) specified in Buyer's Purchase Order after delivery, but no matter the form of Buyer's acceptance, such acceptance is expressly conditioned upon acceptance of CBS's specific terms and conditions as contained in this document.

TRANSPORTATION AND DELIVERY PRICE CHANGES: Transportation and delivery prices are subject to change without notice. All orders are accepted subject to CBS's price in effect at time of shipment. All charges in freight rates or transportation charges used by CBS in computing prices and charges shown on this acceptance occurring after the date of this acknowledgment will be for Buyer's account. If Buyer should change the point at which the products are to be delivered F.O.B. the corresponding increase or decrease in freight transportation charges will be for Buyer's account. CBS shall not be liable for any transportation charges incurred at destination such as spotting, switching, drayage, demurrage, pier unloading charges, etc.

PAYMENT: Terms of payment on all shipments are subject to approval by CBS. ANY AMOUNTS NOT PAID BY DUE DATE AS INDICATED ON THE FACE OF CBS'S INVOICE TO BUYER SHALL BE SUBJECT TO A *FINANCE CHARGE* OF 1-1/2% PER MONTH UNTIL PAID. THE RATE OF SAID FINANCE CHARGE BEING EQUIVALENT TO AN ANNUAL PERCENTAGE RATE OF 18% PER ANNUM. In no event, however, shall the rate of the said finance charge exceed the highest rate permitted by law.

TAXES: CBS reserves the right to charge Buyer with the amount of any taxes which CBS may be required to pay or collect under any existing or future law upon or with respect to the sale, purchase, delivery, storage, processing, use, consumption, services or transportation of any of the products sold.

MARKET PRICE CHANGES: In the event of any market changes in the cost of raw materials beyond the control of CBS during the manufacturing process for any of the reasons set forth below the material prices shall be increased to account for the additional cost and CBS shall give notice of such to Buyer.

DELIVERY: Manufacture, shipment and delivery shall be subject to any prohibition or regulation imposed by the Federal or any state or local government or any subdivision or agency thereof. CBS shall not be liable for any delay or failure to perform in whole or in part, directly or indirectly resulting from or contributed to by acts of God, war, riot, embargoes, acts of civil or military authorities, national or state emergencies (including compliance with all governmental orders related to any Force Majeure Event), insurrection, or riots, fires, floods, strikes, work stoppage, accidents, casualties, pandemics, inability to procure supplies and raw materials, delays in transportation, shortage of cars, or other causes beyond CBS's control (a "Force Majeure Event").

INSPECTION BY BUYER: Where inspection is made by Buyer at CBS's facilities or at the place of manufacture, Buyer's inspector(s) shall be deemed the agent(s) of Buyer to accept products on Buyer's behalf with authority to waive specified tests or details of test procedure, and to accept products which may deviate from formal specifications.

SUBMITTALS: Drawings, renderings and submittals ("Submittals") from CBS only reflect the proposed material, shape, size and assembly of the products sold by CBS. The Submittals do not include or represent the rendering of design professional services by CBS. Further, CBS does not perform, and makes no warranties or representations regarding, the installation of products sold by CBS. Accordingly, CBS disclaims any and all liability for, and Buyer accepts any and all liability for (a) design professional services related to the preparation, review, approval and use of the Submittals and (b) installation of products sold by CBS. The Submittals do not reflect construction dimensions and should only be used in conjunction with the architectural and structural drawings for the Buyer's project. The Submittals & "Field Use" drawings are not intended for construction unless and until the user obtains specific approval and verification from a licensed design professional or the Buyer chooses to accept all liability for any work performed based off field use or submittal drawings provided that have not been approved or verified by a licensed design professional.

PERMISSIBLE VARIATIONS: Unless otherwise agreed upon in writing, all material shall be furnished to CBS standard manufacturing variations and practices and within limits and sizes CBS produces. Materials purchased are subject to customary quantity variations recognized by trade practice.

CANCELLATIONS: The Contract resulting from this acknowledgment and acceptance of Buyer's order cannot be cancelled, terminated or modified by Buyer in whole or in part, nor shall releases be held up by Buyer after raw material is in process, except with CBS's consent in writing and then only upon terms and conditions to be agreed upon which shall include protection of CBS against all loss direct and consequential.

LOSS OR DAMAGE IN TRANSIT: In case of loss or damage in transit or failure to receive shipment within a reasonable time, the consignee must immediately notify in writing the carrier's agent at destination and CBS. This action is necessary in order to preserve the right to recover damage from the carrier and to substantiate formal claim when presented. Title and risk of loss pass to Buyer upon delivery of products to Buyer or to carrier at shipping point. CBS shall not be liable for any damage, loss or expense resulting from anything occurring during, or attributable to transportation.

CLAIMS/WARRANTIES: CBS will not allow any allowances, deductions or return of products except by written permission of CBS. CBS shall not be liable to, nor indemnify, Buyer or any third parties for any claims, losses, labor, expenses or damages, direct or consequential, resulting directly or indirectly from the performance of this order or the use of, or in ability to use the products sold hereunder, including, without limitation, loss of profits because of increase operating costs, loss of production or shutdown of operation or otherwise and liabilities, claims and damages because of personal injury, death or property damage. Notwithstanding the foregoing, products proving defective in material and/or workmanship will be repaired or replaced, or, at CBS's option, credit will be allowed for the original price thereof, provided written claim in respect of such products is made by Buyer with reasonable promptness after delivery thereof and use of such products is promptly discontinued by Buyer after discovery of defect. **THE FOREGOING IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND OF ANY OTHER OBLIGATIONS OR LIABILITY ON THE PART OF CBS.**

REMEDIES: (a) CBS shall have all remedies allowed by law, including the seller's remedies under Alabama's version of the Uniform Commercial Code. Buyer's sole remedy shall be limited to the repair or replacement of defective products or, at CBS's option, credit for the original price as set forth above, however, in the event Buyer shall provide any raw materials for processing by CBS under the Purchase Order, CBS's liability shall be limited only to the charges to Buyer for labor by CBS under the Purchase Order and SHALL NOT include the cost of the raw materials supplied by Buyer, nor shall it require CBS to replace or reimburse Buyer for any such raw materials supplied by Buyer; (b) In case Buyer shall fail to make payments in accordance with the terms as set forth in this acknowledgment, CBS, in addition to its rights and remedies under the law may at its option defer further shipments on this and any other open orders until such payments are made, or may terminate this order and any other open orders, and Buyer shall not have any cause of action or be entitled to any off-set, counter-claim or recoupment against CBS by reason of any such action; (c) If the Buyer shall fail to make payments in accordance with the terms as set forth in this acknowledgment, CBS shall be entitled to reimbursement for all collection and related legal costs from the buyer in order to secure the payments due; (d) No failure of CBS to insist upon strict compliance by Buyer with the terms and conditions of this acknowledgment or to exercise any right accruing from any default of Buyer shall impair CBS's rights in case Buyer's default continues or in case of any subsequent default by Buyer.

WAIVER: Waiver by either CBS or Buyer of a breach by the other of any provisions herein shall not be deemed a waiver of future compliance therewith; any such provisions shall remain in full force and effect.

GOVERNING LAW: This order shall be deemed made and performed in the State of Alabama. The construction, interpretation and performance of this Order and all transactions hereunder shall be governed by the law of the State of Alabama, including Alabama's version of the Uniform Commercial Code, without regard to such state's principles of conflicts of laws. Jurisdiction and Venue for any cause of action between the parties shall lie exclusively in the Circuit Court of Morgan County, Alabama, and neither party shall have a right to bring or remove any action in or to any Federal Court. In the event any action between the parties is brought or removed to Federal Court, this exclusive venue clause shall be contractually controlling, and upon motion to transfer or remand by CBS, the Federal Court shall transfer or remand the action to the Circuit Court of Morgan County, Alabama despite any objection or opposition by Buyer to such transfer or remand. Reference to specific remedies of CBS herein does not exclude other available remedies of CBS. Buyer agrees and consents to the exclusive

jurisdiction and venue of the Circuit Court of Morgan County, Alabama in connection with any action between the parties and waives any objection based upon forum non conveniens.

INDEMNIFICATION FOR INFRINGEMENT: If the goods to be manufactured are per the Buyer's specifications and or plans, Buyer shall indemnify, defend and hold CBS harmless from any third party claim of infringement or non-compliance of any nature with any applicable laws or regulations.

COMPLIANCE WITH EXECUTIVE ORDER: Unless otherwise exempt by rules, regulations, or orders of the Department of Labor, Office of Federal Contract Compliance Programs, and other Federal Government Agencies, Executive Order 11246, Section 503 of the Rehabilitation Act of 1974, as amended, and the Vietnam Era Veterans Readjustment Assistance Act of 1974 and other regulations (contained in 41 Code of Federal Regulations and relating to equal employment) are hereby made a part of the terms and conditions of this order as to both CBS and Buyer.

FAIR LABOR STANDARDS: CBS hereby certifies that the goods hereunder were produced in compliance with all applicable requirements of Sections 6, 7, and 12 of the Fair Labor Standards Act as amended and of regulations and orders of the United States Department of Labor issued under section 14 thereof.

NOTICES: Notices shall be sent by nationally recognized overnight courier at the addresses shown on the reverse side, or otherwise provided by the parties, and shall be effective on the date of actual delivery.

RELATIONSHIP OF PARTIES: The relationship herein is solely as buyer and seller and not to be construed as creating any agency, joint venture or employment relationship.

ASSIGNMENT: Buyer shall not assign its right or delegate its performance, in whole or in part, under the Purchase Order without the prior written consent of CBS and any attempted assignment thereof without such written consent shall be totally void.

WAIVER OF JURY TRIAL & EXEMPLARY DAMAGES: EACH PARTY HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHTS IT MAY HAVE TO DEMAND A TRIAL BY JURY WITH RESPECT TO ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATED TO THIS AGREEMENT OR BETWEEN THE PARTIES. EACH PARTY HEREBY FURTHER IRREVOCABLY WAIVES ANY AND ALL RIGHTS IT MAY HAVE TO CLAIM PUNITIVE OR EXEMPLARY DAMAGES WITH RESPECT TO ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATED TO THIS AGREEMENT OR BETWEEN THE PARTIES.

SEVERABILITY: If any provision of these terms is determined by a court of competent jurisdiction to be unenforceable, such provision shall be reformed and construed so as to be valid, operative, and enforceable to the maximum extent permitted by law or equity while preserving its original intent. The invalidity of all or part of these terms shall not render invalid the remainder of the Purchase Order.

Revised: 4-4-2022