

GENERAL TERMS OF SALE (USA Wood Door)

1. **FINAL AND BINDING AGREEMENT.** The Order Acknowledgment issued by USA Wood Door (“Seller”) contains the final agreed upon specification and price terms (“Order Details”) regarding the sale by Seller to the Buyer identified on the face of the Order Acknowledgment, of the products (“Products”) described in the Order Acknowledgment. The terms of the Order Acknowledgment, Order Details on the face thereof (which may include, if expressly referenced in the Order Details, attachments supplied by Seller) together with these General Terms of Sale, constitute the entire agreement (“Agreement”) between Buyer and Seller regarding Buyer’s purchase of Products from Seller. No prior communications, quotations, terms, specifications or requirements not expressly set forth in the Agreement shall be included in the Agreement or otherwise binding on Seller. No Buyer confirmation, or additional or different terms and conditions submitted by Buyer before or after Seller’s issuance of the Order Acknowledgment are or will become part of the Agreement, and are expressly waived by Buyer, and shall be deemed objected to by Seller without the need of further notice of objection. The Agreement may be modified only in a writing signed by Seller and Buyer.

2. **GLASS DISCLAIMER.** Unless expressly set forth on the face of this Order, Buyer has not requested, nor has Seller agreed to provide, any (i) fire rated glass, (ii) special glass fit for use in any hazardous location, nor (iii) any IAC compliant glazing material. It is Buyer’s obligation to consult with its architect, project documents including building codes and standards or other authorities regarding any special glass needs, including wire glass in any hazardous location, the need for special glazing material, or any requirements for compliance with CPSC 16 CFR1201 Class 1 or Class II and/or ANSI Z97.1 Class A or Class B.

3. **WARRANTY AND LIMITATION OF LIABILITY.** The exclusive warranties for Products are set forth in detail in that certain USA Wood Door Warranty document (“Warranty”) located at: <https://usawooddoor.com/warranty/>

The Warranty by specific product is listed therein, covering only defects in material or workmanship of Products at the time of shipment to the original purchaser only. Each Warranty is subject to the terms, conditions, tolerances and exclusions set forth in the

Warranty, as determined by Seller in its sole discretion. The terms and conditions of the Warranty in their entirety are incorporated herein by this reference.

4. **TERMS OF PAYMENT AND LATE PAYMENT.** Payment for Product, without offset or deduction, is due net 30 days from Seller's invoice date; provided, that a portion of an invoice may be disputed by the Buyer in good faith, so long as Buyer timely makes payment of any undisputed portion and works to promptly resolve and make any remaining payment. Late payments are subject to a fee of one and one-half percent (1.5%) to be applied on a per month basis on all overdue balances which have not been disputed in accordance with our agreed upon terms and conditions. Should this rate exceed the maximum rate permitted under applicable law, the maximum lawful rate shall apply. In the event a payment is returned showing insufficient funds, Seller shall have a right, in addition to any late payment charge, to charge a return fee of \$50.00 per returned instrument.

5. **PAYMENT PROCESSING FEES.** Seller reserves the right to add a processing fee to the total invoice amount where the Buyer makes payment by credit card or other electronic payment methods. By submitting payment via such method, the Buyer acknowledges its responsibility for fees associated with that payment method.

6. **TIME AND PLACE OF SHIPMENT.** Any information establishing a date of shipment in the Agreement, is an approximation based on Seller's best estimate at the time the Agreement and is not binding upon Seller. In no event shall Seller be liable for delays in shipping.

7. **QUANTITY TOLERANCES.** Seller shall have the right to increase or decrease the quantity called for in this order by not more than 10% when necessary to avoid waste, to avoid breaking customary shipping units, to meet minimum tariff requirements, to comply with governmental regulations, or otherwise as Seller deems appropriate.

8. **TITLE AND RISK.** Irrespective of any provision concerning freight or price, title and risk of loss or damage shall pass to Buyer upon delivery of goods to any carrier except a motor vehicle operated by Seller at Seller's plant or other shipping point. Seller reserves the right to route all shipments, and where delivery is arranged by the Seller, Seller may assist Buyer in processing claims against carriers, without incurring liability therefore.

9. **TRANSPORTATION COSTS, SHORTAGES AND OTHER COSTS.** When delivery terms designated by Buyer as reflected in the Agreement require the Seller to arrange for and/or pay for any of the costs of transportation from the point of manufacture, any increase in such costs after the date of this Agreement shall be for Buyer's account, and the Product Price shall be adjusted to reflect any such additional costs and shall be the sole

responsibility of Buyer. Any extra costs of utilizing substitute methods of delivery, when the original carrier, vehicle, loading or unloading facilities become unavailable, also shall be for Buyer's account and shall be the sole responsibility of Buyer. In addition, the final amounts payable by Buyer under this Agreement shall be adjusted to reflect the imposition of governmental fees, duties, tariffs, impositions, fuel charges and other similar or dissimilar charges that are incurred by Seller. Seller will endeavor to provide advanced notice of any such required adjustments hereunder.

10. **FORCE MAJEURE.** If Seller is directly or indirectly preventing from performing any obligation under the Agreement as a result of causes beyond its reasonable control, including by reason of force majeure, act of nature, or government action, or a similar act, whether foreseeable and in any such case, which makes the performance impossible, inadvisable, or impractical, Seller shall be under no liability whatsoever to Buyer for any resultant failure, nor shall Seller be deemed to be in breach of this Agreement by reason of any delay in performing or failure to perform any of its obligations in relation to the Products. Seller retains the exclusive right to allocate any deliveries, or suspend further deliveries under this Agreement.

11. **STORAGE FEE.** If the Product remains at Seller's site more than 15 days after the original scheduled delivery date, Seller may establish and charge a reasonable storage charge until the Product is picked up by Buyer.

12. **CHOICE OF LAW.** The laws of the State of Minnesota will govern the interpretation, construction and enforcement of the terms and conditions of this Agreement without regard to its choice of law provisions. All claims arising out of or otherwise related to the terms and conditions of this Purchase Order and Seller's supply of Goods to Buyer shall be brought, if at all, exclusively in a federal or state court located in the state of Minnesota. Each party waives any objection to such venue and expressly waives a trial by jury in any matter arising therefrom. The United Nations Convention for the International Sale of Goods shall not apply.

13. **LIMITATION OF LIABILITY AND ATTORNEYS' FEES AND COSTS OF DEFENSE.** IN NO EVENT WILL SELLER BE LIABLE UNDER THIS AGREEMENT FOR ANY LOST PROFIT DAMAGES, OR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, EVEN IF ADVISED IN ADVANCE OF THE POSSIBILITY FOR SUCH DAMAGES. The prevailing party in any dispute arising under this Agreement shall be entitled to its reasonable attorney's fee and other costs incurred.