

ROOF HUGGER, LLC TERMS AND CONDITIONS OF SALE

- 1. Acceptance:** No terms or conditions other than those stated herein, and no agreement or understanding, oral or written, purporting to modify these terms or conditions, whether contained in Purchaser's purchase forms or elsewhere, shall be binding on Roof Hugger, LLC ("Seller"), including its authorized resellers, unless signed by Roof Hugger, LLCs' authorized representative. This order shall be subject to acceptance by Seller. Non-engineered component sales shall be deemed accepted upon transmittal of the "Order Acknowledgement" by Seller. "Order Acknowledgement" shall not constitute acceptance of "engineered sales" until final engineering design is completed and confirmed by Seller that repricing is not required. Should repricing be required due to final design changes, the purchaser's liability shall be limited to the cost of the engineering charges. Repricing by the seller shall be submitted to the purchaser based upon the final design for the purchaser's approval. Upon acceptance, Seller shall have the right to begin performance. Purchaser shall not have the right to cancel this order after it has been accepted without paying a Cancellation Charge. The amount of the Cancellation Charge shall be based upon costs incurred with respect to the canceled order, as determined by Seller. Orders put on hold at Purchaser's or its customer's request or for credit reasons are subject to repricing if on hold for more than twenty (20) calendar days. Deliveries after the date of delivery as stated on the order are subject to repricing. Orders are further subject to repricing by Seller on giving fifteen (15) days written notice to Purchaser up to the time that the applicable goods covered by this order are released for fabrication by Seller.
- 2. Existing Building and Roof System Structural Analysis:** Roof Hugger, LLC does not include the analysis of the existing structure and roof system in their ability to receive the additional combined weight of the new Roof Hugger sub-framing and new metal roof systems. While the Roof Hugger sub-purlins have been tested to determine their structural influence for increasing the gravity and wind uplift capacity of the existing roof purlins, they will not have any influence on the structural capacity of the existing primary support framing systems (rigid frames, support beams and rafters, etc.). Furthermore, Purchaser affirms that the existing structure and roof system have been inspected for identifying the presence of structural defects such as severe purlin/joist/frame corrosion and that these components are physically and structurally capable of providing a structural connection for the new Roof Hugger sub-framing system.
- 3. Purchaser's Responsibility For Accuracy of Information:** Purchaser assumes full and sole responsibility for the accuracy of any and all verbal and written information provided to the seller used for the production and/or engineering design of the Roof Hugger sub-framing system.
- 4. Price.** Prices shall be based upon the listing for products and specifications set forth in Seller's price, product, and specification publication that are current at the time of this order. Freight and insurance charges from Seller's facility or Seller's supply point and Seller's freight handling charges shall be borne by the Purchaser unless otherwise agreed. The freight and handling charges shown on the invoice may include an additional handling charge and/or may not reflect the actual cost of shipping the goods delivered hereunder. Purchaser also shall pay all applicable sales, purchase, use, consumption and excise taxes. Seller is not authorized to collect tax in all states this however, does not relieve the purchaser from payment of all applicable taxes.
- 5. Credit History Authorization:** Purchaser acknowledges that credit application and history report may be a factor in the terms of sale from the seller to the purchaser. Purchaser consents to the seller or its agents the use of a commercial, consumer or other credit report on or pertaining to the purchaser.
- 6. Payment.**

 - (a) Payment shall be made in compliance with Seller's payment terms and such payment shall not be subject to retainage of any description. All payments not made when due shall bear interest at the rate of 18% per annum from the due date (or the maximum interest rate allowed by the state in which the sale is made whichever is less). If suit is brought by Seller to enforce this agreement, Purchaser shall pay a reasonable attorney's fee to Seller as fixed by the Court, plus other reasonable costs of collection.
 - (b) If, in the sole judgment of Seller, it appears that Purchaser may not be able to make payment when due, or if Purchaser otherwise has not made payment to Seller as required under a different order, Seller shall have the right to suspend manufacture, shipment, or delivery of materials
 - (c) All deliveries shall be subject to the approval of Seller's Credit Department. Seller reserves the right before making any delivery to require payment in cash or additional security for payment; and if Purchaser fails to comply with such requirements, Seller may terminate this order.
- 7. Lien/Release:** Purchaser agrees to provide all necessary information for the establishment and protection of the sellers' lien rights. Purchaser acknowledges partial and/or final releases are provided by seller only after payments have been received and funds verified by the seller.
- 8. Shipment.**

 - (a) Unless otherwise specified in writing, Seller's delivery obligation shall be at Seller's facility.
 - (b) All shipping dates are estimates. Seller shall not be liable, and Purchaser agrees to forego making claims against Seller, for delays in manufacture, shipping, or delivery caused in whole or in part by: delays in receipt of or unavailability of materials, fuel, power or transportation; breakdown of equipment; strikes, lockouts or other differences with employees; local labor shortages; accidents, war, riots, fire, floods, storms, epidemic, acts of God or other casualties; acts of the Purchaser; government action, embargo, allocation, regulation or requirement; or other causes beyond Seller's reasonable control whether of a similar or dissimilar nature than those enumerated.
 - (c) If Purchaser requests Seller to delay an order, Seller will invoice Purchaser for the order. Purchaser shall pay the invoice when due, plus storage charges, and Purchaser shall assume all risk of damage and deterioration of the stored materials.
 - (d) Any notice of breach, nonconformity, or revocation of acceptance shall not be effective unless written notice of the revocation is mailed to Seller by certified mail, return receipt requested, within five (5) days after Purchaser has discovered the defect in the goods or thirty (30) days after delivery to Purchaser, whichever shall occur first. Purchaser is familiar with the nature of the goods furnished by Seller and agrees that the time periods set forth herein for notice of nonconformity and notice of revocation of acceptance are reasonable.
- 9. Returns.** No materials may be returned unless Seller authorizes the return in writing. Returned materials must be unused, undamaged, and in original packaging. If Seller authorizes Purchaser to return material Purchaser shall pay a 10% restocking fee and applicable freight charges.

10. Risk of Loss and Title. Risk of loss shall pass to Purchaser at the time and place of delivery. Title to the property sold hereunder, together with the replacement and additions thereto, shall remain with Seller until all amounts due hereunder are fully paid.

11. Warranty. Seller warrants that goods delivered shall be free from defects in material and workmanship at the time of delivery. If goods sold hereunder are not as warranted, Seller shall, at its option, refund the purchase price for the nonconforming component, or repair or replace such goods provided Purchaser has given timely written notice of the nonconformity and has given Seller an opportunity to investigate. Seller shall incur no liability for damage, shortages, or other cause alleged to have occurred or existed at or prior to delivery to the carrier unless Purchaser shall have entered full details thereof on its receipt to the carrier and given Seller timely written notice of said nonconformity as detailed above. Seller shall incur no liability for any noncompliance with any building codes that may apply to the goods as used by the Purchaser or Purchaser's customers. This warranty shall not apply to goods that have been subject to mishandling, misuse, neglect, improper assembly, alteration, or repair by Purchaser or the customer of the Purchaser. EXCEPT FOR THE FOREGOING EXPRESS WARRANTY, THERE ARE NO OTHER WARRANTIES, WHETHER ORAL OR IN WRITING OR WHETHER EXPRESSED OR IMPLIED BY OPERATION OF LAW OR OTHERWISE, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.

12. LIMITATION OF LIABILITY. IN THE EVENT OF SELLER'S LIABILITY ARISING FROM CLAIMS RELATING TO THE DESIGN, SALE, HANDLING OR USE OF GOODS PURCHASED HEREUNDER AND WHETHER BASED ON CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE AND STRICT LIABILITY) OR OTHERWISE, SUCH LIABILITY WILL BE LIMITED TO \$25,000.00 OR THE PURCHASE PRICE OF THE SPECIFIC NONCONFORMING COMPONENT(S), WHICHEVER AMOUNT IS GREATER. NOTWITHSTANDING ANY STATEMENTS CONTAINED HEREIN TO THE CONTRARY, IN NO EVENT SHALL SELLER BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES (INCLUDING, WITHOUT LIMITATION, ANY CLAIM FOR DELAY, LOSS OF EFFICIENCY, IMPACT, LOSS OF PRODUCTION OR ANTICIPATED PROFITS) OR LIABILITY INCURRED BY PURCHASER WITH RESPECT TO ANY GOODS OR SERVICES FURNISHED OR TO BE FURNISHED HEREUNDER BY SELLER. IN NO EVENT, REGARDLESS OF THE LEGAL THEORY ON WHICH A REMEDY IS SOUGHT, SHALL SELLER'S LIABILITY EXCEED THE PURCHASE PRICE OF THE GOODS IN QUESTION.

13. Indemnification. Purchaser agrees to indemnify, defend, and hold harmless, Seller, its affiliates, and their officers, directors, employees and representatives from and against any and all claims and liability for injuries or loss to persons or property, or fines, or other damages, including all costs, expenses, legal and otherwise, arising from or relating to in whole or in part any use or possession of materials sold hereunder, or any fraud, misrepresentation, negligent act, negligent failure to act (including the failure to properly store or handle material), gross negligence, or violation of statute or government regulation, by the Purchaser.

14. Limitation Period. No claim, cause of action, or suit relating to this order shall be brought by Purchaser against Seller after the expiration of one year from the date of delivery of materials. This provision shall not be construed reciprocally against Seller in any action or suit brought by Seller against Purchaser.

15. Severance, Assignment, No Agency Relationship and No Third Party Beneficiaries. In the event that any provision of these terms and conditions shall be deemed illegal, unenforceable, or null and void, all remaining provisions shall remain in full force and effect. Purchaser may not assign its rights or interest or delegate its duties under this order without the prior written consent of Seller. It is understood that Purchaser is an independent contractor and that no agency relationship at law or in fact exists between Purchaser and Seller. It is further understood that neither Seller nor Purchaser intend for this order to benefit any third party or class of persons and there are no intended third party beneficiaries to this order.

16. Non-Waiver. If at any time during its performance of its obligations under this purchase order Seller fails to assert any rights or remedies available under the terms of this order, or waiver of the rights or remedies available to a party by a course of dealing or otherwise, Seller's failure shall not be deemed to be a waiver of Seller's ability to assert those rights or remedies at any other time during its performance under this order and shall not be deemed to be a waiver of any other right or remedy under this order.

17. Applicable Law. The construction, interpretation and performance of this order and all transactions hereunder shall be governed by the laws of the State of Florida without regard to its choice of law principles.

Effective Date: July 1, 2016
Roof Hugger, LLC