

SCOPE OF AGREEMENT: These Terms & Conditions of Sale establish the rights, obligations, and remedies of Standard of New England, LLC (Seller) and Buyer. In addition, these Terms & Conditions form the entire agreement between Seller and Buyer and apply to all transactions between Seller and Buyer unless otherwise specifically agreed to in writing by both parties. It is expressly agreed that any terms and conditions contained in the Buyer's order or otherwise stipulated will be deemed for the Buyer's internal use only and will not be binding on the Seller. Buyer's acceptance of material or Seller's confirmation of Buyer's order, whichever comes first, constitutes Buyer's acceptance of all terms and conditions as stated herein.

ORDER CONFIRMATION: All orders from Buyer are subject to confirmation by Seller: (i) pricing, availability, and special requests shall be confirmed at the time of order placement; (ii) partial orders shall be reviewed prior to order acceptance; (iii) discrepancies, ambiguities, or errors may cause the order to be placed on-hold until written instruction, clarification, or correction is received from Buyer; (iv) stock material which is subject to prior sale shall be confirmed, and (v) Buyer's current credit status and history is subject to review and approval in the sole discretion of the Seller. Once Buyer's order is confirmed by Seller, material cannot be canceled, modified, or returned except with Seller's written consent.

INSPECTION & ACCEPTANCE OF MATERIAL: Buyer's authorized personnel must be on-site to sign for each delivery. Buyer shall examine all material upon receipt and prior to installation. Claims for damage must be marked on the bill of lading at time of delivery with photos taken and immediately reported in writing to Seller. Shortages or errors in shipping must be reported in writing within forty-eight (48) hours following delivery to Buyer. Additionally, Seller must be notified in writing of any defects, nonconformance, or rejection of such products within forty-eight (48) hours. After such forty-eight (48) hour period, Buyer shall be deemed to have accepted the material, if not previously accepted.

PRICING: All prices are as quoted unless increased at the manufacturing source and Buyer shall be duly notified. Buyer will be invoiced at prices in effect at the time of shipment for non-quoted material. All taxes, tariffs, transportation costs, duties, and other charges are in addition to quoted prices unless otherwise noted on Sales Order. The amount of any sales tax, excise tax, or other taxes, if any, applicable to the material shall be added to the purchase price and shall be paid by Buyer unless Buyer provides Seller with a valid Tax-Exemption Certificate.

SHIPPING: All orders are shipped FOB point-of-shipment unless otherwise stated in writing on Sales Order. Risk of loss transfers to Buyer upon tender of goods to Buyer, Buyer's representative, or common carrier. The cost of any special packaging or handling caused by Buyer's requirements or requests will be added to the amount of Buyer's order. Should Seller ship or deliver an order erroneously because of inaccurate, incomplete, or misleading information supplied by Buyer or Buyer's agent or employees, all storage and other additional costs and risk will be borne by Buyer. If shipment is delayed per Buyer's request, in addition to any other remedy available to Seller, the material may be stored by Seller at Buyer's risk and expense and invoice for payment shall be made to Buyer within ten (10) days after Buyer has been notified by Seller that material is ready for shipment. Special shipping requests or instructions by Buyer must be made known to Seller prior to purchase.

DELIVERY: Seller will make every effort to complete shipping and/or delivery of material as requested by Buyer. Delivery dates on Seller's Quotes or Order Acknowledgements are approximate only. Seller will pay for expedited shipping of delayed material only when the delay in delivery is solely caused by Seller. Seller shall have no liability for non-performance or delay caused by acts of nature, labor difficulties, accidents, internet outages, inability to obtain materials, delays of carriers, contractors, or suppliers or any other causes of any kind beyond the control of Seller. UNDER NO CIRCUMSTANCES SHALL SELLER BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, OR INDIRECT

DAMAGES, LOSSES OR EXPENSES (WHETHER OR NOT BASED ON NEGLIGENCE) ARISING DIRECTLY OR INDIRECTLY FROM DELAYS OR FAILURE TO GIVE NOTICE OF DELAY.

RETURNS: Proof of purchase must be provided for all returns. Buyer may return material to Seller within thirty (30) days of purchase subject to the following: (i) Buyer obtains a Return Material Authorization (RMA) from Seller, (ii) product is in new condition, suitable for resale in its undamaged original packaging and with all its original parts, and (iii) product has not been used, installed, modified, rebuilt, reconditioned, repaired, altered, or damaged. Returns may be subject to the following deductions: (a) cost of putting items in saleable condition; (b) transportation charges, if not prepaid, and (c) handling and restocking charges. Special orders and custom orders are non-returnable and non-refundable unless the manufacturer agrees to accept the return and Buyer agrees to reimburse Seller for any restock, cancellation, and other fees charged by the manufacturer. Any merchandise alleged to be defective in workmanship or material will be subject to manufacturer's inspection and warranty.

CANCELLATION: Buyer shall not change, modify, or cancel any materials, product, or service previously ordered or currently on an existing order by Buyer or its representatives without Seller's written consent, and payment shall be made to Seller for all charges, expenses, and applicable production, cancellation, or restocking fees incurred by Seller. Specifically, fabricated or special-ordered items may not be cancelled or returned, and no refunds will be made.

LIMITED WARRANTY: Seller warrants title only to the material sold to Buyer by Seller. All other warranties, if any, are those provided by the product's manufacturer. Seller assigns to Buyer all manufacturer's warranties and is available to give Buyer assistance in obtaining a remedy under warranty when made known to Seller during the warranty period. Any available warranties shall be voided if there has been (i) misuse, (ii) accident, (iii) modifications, (iv) unsuitable physical or operating environment, (v) improper maintenance, storage, or installation of the material, or (vi) as otherwise provided for in the manufacturer's warranty. EXCEPT AS EXPRESSLY SET FORTH HEREIN, NO WARRANTIES, EXPRESS OR IMPLIED, ARE MADE BY THE SELLER, AND THE SELLER EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, AND/OR FITNESS FOR A PARTICULAR PURPOSE EVEN IF KNOWN BY SELLER. SELLER MAKES NO REPRESENTATION, WARRANTY, OR PROMISE THAT THE MATERIAL WILL CONFORM TO ANY APPLICABLE LAWS, ORDINANCES, REGULATIONS, CODES OR STANDARDS EXCEPT AS SPECIFIED AND AGREED TO IN WRITING BY AN AUTHORIZED REPRESENTATIVE OF SELLER. UNDER NO CIRCUMSTANCES, AND IN NO EVENT, WILL SELLER BE LIABLE FOR PERSONAL INJURY OR PROPERTY DAMAGE OR ANY OTHER LOSS, DAMAGE, COST OF REPAIRS OR INCIDENTAL, PUNITIVE, SPECIAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, WHETHER BASED UPON WARRANTY, CONTRACT, STRICT LIABILITY, NEGLIGENCE OR ANY OTHER CAUSE OF ACTION ARISING IN CONNECTION WITH THE DESIGN, MANUFACTURE, SALE, TRANSPORTATION, INSTALLATION, USE, OR REPAIR OF THE PRODUCT SOLD BY SELLER. By accepting delivery, Buyer acknowledges and agrees that under no circumstances, and in no event, shall Seller's liability, if any, exceed the net sale price of the defective product(s); no additional allowance shall be made for the labor or expense of repairing or replacing defective products or workmanship or damage resulting from the same.

RECOMMENDATIONS BY SELLER: Any recommendations made by Seller concerning a product's use, use of material, design, application, operation, merchantability, or fitness for a particular purpose shall not be construed as representations or warranties, expressed or implied, does not relieve Buyer of the responsibility to vet recommendations with Buyer's own engineers, contactors, or other experts, and does not impose any liability upon Seller. In addition, Seller's absence of recommendation to Buyer shall not impose any liability upon Seller.

CLARIFICATION: Seller is a supplier of product and materials and is not a contractor or construction sub-contractor and is therefore expressly not responsible for any terms, conditions, or special provisions present in any contract or agreement by and between Buyer and Seller and any other party applicable to contractors or construction sub-contractors. This includes, but is not limited to, provisions regarding insurance, payment terms, retainage, and penalties for delay in completion of project.

PAYMENT: Due as stated in Buyer's credit-approval letter from Seller or as stated on Sales Orders where special terms may apply. Payment must be postmarked or posted on or before the due date stated on Seller's invoice. In the event of late payment, Seller is entitled to treat Buyer's entire account(s) as immediately due and payable without notice or

demand and future orders may require payment in advance. A finance charge of 1.5% per month (18% per annum) will be applied to all past due invoices monthly. Buyer's payment obligations are not contingent on any event other than Seller's performance such that Buyer shall not retain or holdback payment or set-off any amounts due to Seller by any amount due by Seller to Buyer in connection with any transaction governed by these Terms & Conditions of Sale. Buyer's credit application to Seller is hereby incorporated by reference. Buyer must make any claims for billing errors or adjustments to Seller in writing within ten (10) business days from the invoice date. Claims not received in writing within such time will be waived by Buyer. Debit Memos cannot be accepted toward payment unless a Credit Memo has first been issued by Seller for the authorized return and material has been received at Seller's Warehouse location. Any discounts, rebates, or similar allowances given by Seller for the invoiced material are expressly conditioned upon full and timely payment. If Buyer does not have an open credit account with Seller a 50% deposit shall be remitted with remainder due upon order completion. First-time Buyers who have completed an Application for Credit are also subject to a 50% deposit.

SECURITY: Buyer acknowledges Seller's right to file a UCC-1 Statement with the appropriate public venue to perfect a security interest in material purchased by Buyer using Buyer's open credit account with Seller.

INDEMNIFICATION & LIMITATION OF LIABILITY: Buyer shall indemnify and hold harmless the Seller and its officers, directors, shareholders, employees and agents from any suit, cause of action, judgment or claim for damages to property or bodily injury, losses, infringement, and liability of any nature, cost, or expense, including the costs of defending the same including reasonable attorneys' fees, which arise from the Buyer's negligence, gross negligence, omission, or willful misconduct. Seller shall not be liable to the Buyer for any indirect, special, punitive, statutory, incidental or consequential damages, including but not limited to the loss of profits or revenue, cost of capital, or downtime costs. Each Party agrees to mitigate its damages in a commercially responsible manner in the event the other Party breaches the sales transaction. Further, each Party agrees to cooperate always to avoid having a dispute between them or to disrupt obligations that would otherwise affect the terms and conditions of sale.

NON-WAIVER: The failure of Seller to insist upon the strict performance of any of these Terms & Conditions of Sale will not be deemed to be a waiver of any of the right or remedies of Seller, nor of its right to insist upon strict performance of such term or of any other term in the future. No waiver of any of the Terms & Conditions of Sale will be valid unless in writing signed by a duly authorized representative of the Seller.

DISPUTE RESOLUTION: The Parties shall attempt in good faith to resolve promptly any dispute arising out of or relating to these Terms & Conditions of Sale by negotiation between executives who have the authority to settle such disputes. If a dispute cannot be resolved by negotiation, then either Party may bring legal action as governed by and construed under New Hampshire law and the Parties agree that all actions or proceedings between them shall be tried and litigated only in the state and federal courts located in the County of Rockingham, New Hampshire. In any proceeding in which Seller is seeking to collect moneys owed by Buyer, and Seller is the prevailing party, Buyer shall pay the costs and reasonable attorneys' fees of the Seller.