



## TERMS AND CONDITIONS OF SALE

These Terms and Conditions of Sale shall apply to all sales of goods and services (“Goods”) by Specialty Distribution Group, LLC, a Virginia limited liability company d/b/a Silvercote (“Seller”), to the buyer of such Goods (“Buyer”).

1. **Credit Sales.** Seller may, at any time, without notice, cancel all credit available to Buyer and refuse to make any further credit advances. In the event Seller determines that information contained on Buyer’s credit application is false or misleading or if Seller receives other false or misleading credit information from Buyer of any kind or nature, Seller may without further notice cancel any orders in process and any deliveries in progress to Buyer. Any false or misleading information by Buyer shall be construed as a material default, and any invoices outstanding shall be immediately due and payable in full. Buyer certifies that its application for credit is for business purposes only, and is not credit for personal, family or household purposes.

2. **Sales.** All sales are on a cash basis, unless a credit account has been approved by Seller. Payment for Goods sold to Buyer will be considered past due if not received within the terms stated on Seller’s invoice for such Goods. A late payment charge of 1.5% per month, or the highest rate permitted by law, whichever is lower, shall be payable by Buyer on the unpaid balance of any past due invoice.

3. **Force Majeure.** Seller shall not be liable for any damages for any delay in performance due to any factor beyond Seller’s reasonable control, including, but not limited to, acts of God, acts of government, pandemic, accidents, delays in transportation, labor disputes or shortages, material shortages, or delays by suppliers or other third-party vendors. In addition, Seller shall not be liable for any delay which shall be due to, or within the control of, Buyer, whether by Buyer’s action or inaction.

4. **Product-Specific Limited Warranties:**

- **Unfaced Fiberglass Products:** Seller warrants for a period of 90 days from the earlier of (a) the date of purchase by Buyer and (b) the first installation of the product or any part thereof, that the product will recover to its specified insulation thickness prior to installation, plus or minus 5%. Seller provides no warranty for the product after it is installed. Assignable warranties from the manufacturer of the product will be passed through or assigned to Buyer.
- **Laminated Fiberglass Products:** Seller warrants for a period of 90 days from the earlier of (a) the date of purchase by Buyer and (b) the first installation of the product or any part thereof, that the product will recover to its specified insulation thickness prior to installation, plus or minus 5%. Seller provides no warranty for the product after it is installed. Assignable warranties from the manufacturer of the product will be passed through or assigned to Buyer.
- **Fabric Liner Product:** Seller warrants for a period of five (5) years from the date of original installation that the fabric liner used in the products “Energy Saver FP” and “Purlin Glide FP” are free from defects in materials, when subject to normal and proper use.
- **SolarGuard:** Seller warrants for a period of five (5) years from the date of original installation that the product will be free from defects in materials, when subject to normal and proper use.

5. **LIMITATION OF WARRANTIES. OTHER THAN STATED ABOVE, SELLER DISCLAIMS AND MAKES NO WARRANTIES WITH REGARD TO GOODS SOLD TO BUYER (WHETHER EXPRESS, IMPLIED, OR STATUTORY) INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.**

6. **LIMITATION OF LIABILITY. BUYER’S SOLE REMEDIES FOR SELLER’S LIABILITY OF ANY KIND (WHETHER IN CONTRACT, TORT, IN NEGLIGENCE OR OTHERWISE) WITH RESPECT TO ANY GOODS SOLD BY SELLER TO BUYER AND ANY OTHER PERFORMANCE BY SELLER PURSUANT TO SUCH SALE SHALL BE LIMITED TO REPLACEMENT OF DEFECTIVE GOODS OR, IF REPLACEMENT IS NOT POSSIBLE, A REFUND OR CREDIT OF THE PRICE PREVIOUSLY PAID BY BUYER TO SELLER FOR SUCH GOODS. IN NO EVENT SHALL SELLER BE LIABLE TO BUYER FOR ANY LOSS OF PROFITS OR DAMAGES, INCLUDING, BUT NOT LIMITED TO DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES ARISING OUT OF, RELATING TO, OR IN CONNECTION WITH THE GOODS SOLD BY SELLER TO BUYER OR THE USE OR PERFORMANCE THEREOF.**

7. **Defective Goods.** Buyer must give Seller written notice of any alleged defect in the Goods within ten (10) days after Buyer’s receipt of such Goods. Seller must be given the opportunity to inspect the allegedly defective Goods and, if requested by Seller, Buyer must return the allegedly defective Goods to Seller. Failure to give timely notice or failure to return allegedly defective Goods upon Seller’s request constitutes a waiver by Buyer of any claim for credit or replacement of such Goods. Credit for, or replacement of, defective



Goods is limited to the extent Seller obtains equivalent credit or replacement from the manufacturer of such Goods. Buyer will not receive any credit or replacement of Goods returned to Seller without Seller's prior approval.

8. Returns. Custom Goods and Goods fabricated by Seller for a particular project are not eligible for return. All eligible returns must be authorized by Seller and returned within 30 days of receipt. Unauthorized returns will be refused. Returned Goods must be in new condition and returned in the same condition as received. Buyer is responsible for all return shipping and handling charges. Seller will provide the address for return shipments in the return authorization document.

9. Delivery. Buyer must confirm the delivery date at least five (5) days prior to the desired date. Seller seeks to accommodate requested delivery dates, but such dates are not guaranteed until Seller is able to confirm production and material availability. Less Than Truckload orders shipped via third-party carrier may require appointment and be subject to additional freight charges related to addresses deemed residential, limited access areas, lift gate requests and/or unload assistance by driver. Seller does not unload Goods. At time of delivery, Buyer must be prepared with proper staffing to receive and assist the driver with the unload process. Failure to unload the truck within two (2) hours of arrival may lead to additional charges from the carrier.

10. Changes, Delays, Cancellations. Buyer may make changes to orders at no cost prior to delivery confirmation. Orders delayed by Buyer after confirmation of the delivery date and prior to Seller's production of Goods may be (a) subject to new pricing and/or new production lead time based on material availability and production capacity and (b) subject to a restocking or storage fee. Orders changed by Buyer after the transportation carrier has been confirmed could result in TONU (Truck Ordered Not Used) charges. Changes to delivery while orders are in transit may result in reconsignment fees. Any confirmed order refused or delayed unload by Buyer at the delivery site will incur an applicable return charge, redelivery charge and/or detention charge. Orders expire after six (6) months and will be canceled.

11. Sales Tax. Sales Tax is charged in ALL states by Seller. It is Buyer's responsibility to provide necessary tax exemption documents for projects that are tax exempt.

12. Risk of Loss. Risk of loss, injury or destruction of Goods shall be borne by Buyer from and after the time of delivery to a common carrier or, if delivered by Seller, when available for unloading at Buyer's location.

13. Security Interest. Seller is hereby granted and shall retain a security interest in and to any and all Goods sold to Buyer and proceeds thereof including, but not limited to, accounts receivable and notes until all indebtedness to Seller is paid in full and until such time Seller shall have all rights of a secured party including the right to file financing statements to protect its security interest. Buyer shall pay all costs, attorneys' fees and any other reasonable collection fees incurred by Seller in collecting any amounts owed by Buyer to Seller.

14. Pricing Errors. Seller reserves the right to requote projects with correct pricing if there is an error in the posted price.

15. Miscellaneous. These Terms and Conditions of Sale shall prevail over any inconsistent terms contained in Buyer's purchase order, shipping order or other form ("Buyer Document"). No terms and conditions in any way altering or modifying the provisions hereof shall be binding upon Seller unless they are specifically approved in writing by an authorized representative of Seller. No modification or alteration of the provisions hereof shall result by Seller's shipment of Goods following receipt of a Buyer Document that contains provisions, terms or conditions in addition to, in conflict with, or inconsistent with the provisions hereof. These Terms and Conditions of Sale shall be binding upon Buyer, its legal representatives and assigns, and shall inure to Seller's benefit and to the benefit of Seller's successors and assigns.