

## TERMS AND CONDITIONS

### FOR PURCHASES BY INTERIOR SUPPLY, INC.

**February 2023**

These Terms and Conditions (these “**Terms and Conditions**”) are agreed to by Interior Supply, Inc. (“**Interior Supply**”) and any person or entity who sells products to Interior Supply (a “**Seller**”). Interior Supply and Seller are sometimes referred to in these Terms and Conditions individually as a “**Party**” and together as the “**Parties.**”

**Section 1. Purchase Order.** A purchase order is an offer Interior Supply has submitted to the Seller listed thereon. No agreement shall exist between Interior Supply and Seller unless Interior Supply has issued a purchase order, in writing to Seller which has been accepted, in writing, by the Seller (referred to herein as a (“**Purchase Order**”). The Parties agree that these Terms and Conditions shall govern their relationship with respect to all such Purchase Orders. Any of the terms and provisions of Seller’s documents which are inconsistent with or in addition to these Terms and Conditions shall not be binding on Interior Supply and shall not be considered applicable to the sale or shipment of the merchandise referred to herein. Interior Supply will not be responsible for goods or services delivered without issuance of its standard Purchase Order.

**Section 2. Acceptance.** Acceptance is limited to the provisions of the Purchase Order without additions, deletions, or other modifications. A Purchase Order is limited to the terms and conditions: (i) specified herein; (ii) specified on the face of the accompanying Purchase Order; and (iii) if applicable, specified in Interior Supply’s written agreement with Seller. Acceptance of all or part of the goods or services shall not (i) waive Interior Supply’s right to cancel or return all or any portion of the goods or services that do not conform to the Purchase Order; (ii) bind Interior Supply to accept future shipments of goods or services; or (iii) preclude Interior Supply from making any claim for damages or breach of warranty. All purchases are subject to inspection and rejection by Interior Supply notwithstanding prior payment. Rejected goods will be returned at Seller's expense for transportation both ways and all related labor and packing costs. No goods returned as defective by Interior Supply shall be replaced by Seller without written permission of an authorized agent of Interior Supply. Interior Supply may at any time, by written order, make changes within the general scope of this Purchase Order in any one or more of the following: (i) drawings, designs or specifications;(ii) method of shipment or packing; and (iii) place of delivery. If any such change causes an increase or decrease in the cost of, or the time required for, the performance of this Purchase Order, Seller may request an adjustment in the price or delivery schedule, or both, and the Purchase Order shall be modified in writing accordingly upon agreement by the parties.

**Section 3. Price.** The price for goods and services ordered hereby shall be the price stated on the Purchase Order. Price is inclusive of applicable taxes, freight, all packaging and handling, transportation, and insurance unless explicitly indicated on the face of this Purchase Order or agreed to in writing by Interior Supply.

**Section 4. Delivery.** Time is of this essence for shipment by Seller. The goods or services ordered must be received no later than the delivery date specified in the Purchase Order. If Seller does not deliver by the date specified in the Purchase Order, Interior Supply has the right to cancel the Purchase Order and in that event will have no liability thereunder. Unless designated otherwise: (i) for Domestic Orders: all deliveries are F.O.B. Destination to the location designated on the Purchase Order and (ii) for International Orders: all deliveries are Delivered Duty Paid as defined by Incoterms from time to time. For both domestic and international orders, all risk of loss shall remain with Seller until goods and services have actually been received and accepted by Interior Supply at the applicable destination according to the terms and conditions of the Purchase Order.

**Section 5. Electronic Communications.** If Seller and Interior Supply mutually agree to use an electronic method or system to facilitate purchase and sale transactions, Seller agrees that it will not contest: (i) any contract of sale resulting from such electronic means of data exchange under the provisions of any law relating to whether agreements must be in writing or signed by the party to be bound thereby; or (ii) the admissibility of copies of electronic records under the business records exception to the hearsay rule, the best evidence rule or any other similar rule, on the basis that such records were not originated or maintained in documentary form. Seller and Interior Supply will negotiate and agree on technical standards and methods to use in making electronic purchases and will use reasonable security procedures to protect electronic records from improper access. In the event of a conflict, the business records maintained by Interior Supply regarding electronic purchases made by Seller shall be deemed to be conclusive.

**Section 6. Cancellation.** Unless the cancellation is due to a default by Interior Supply, once a Purchase Order is placed in accordance with Section 1 above, the Purchase Order cannot be cancelled, unless Interior Supply consents in writing. If a Purchase Order is cancelled, Seller shall reimburse Interior Supply for any cost it incurs as a result of such cancellation, including but not limited to cancellation or restocking fees.

**Section 7. Quantities.** Quantities of goods or services ordered may not be changed without the prior written approval of Interior Supply. If the total or any portion of the goods received either exceeds or falls below the quantities ordered, Interior Supply shall have the right to reject and return any such shipments or portions thereof at Seller's expense for transportation both ways and all related labor and packing costs.

**Section 8. Packaging and Shipping.** All shipping containers shall be packed and packaged to: (i) ensure safe arrival to final destination; (ii) secure the lowest transportation costs; (iii) comply with requirements of common carriers; (iv) meet Interior Supply's written instructions; and (v) meet the requirements of all applicable laws, ordinances, rules and regulations. Each package or container shall be marked clearly to show this Purchase Order number, ship date, and name of consignee and consigner. An itemized packing list shall be included in each container.

**Section 9. Title.** Title conveyed to Interior Supply by Seller shall be good and merchantable and its transfer rightful. The goods and services shall be delivered free and clear of

any lien, security interest, claim or encumbrance whatsoever.

**Section 10. Inspection and Rejection.** Interior Supply shall have the right to inspect and test the goods or services ordered at any time. Defective goods or services not in compliance with the Purchase Order or Interior Supply's drawings, specifications or standards may at any time be rejected even though such goods or services may have previously been inspected and accepted. Without limiting any rights it may have, Interior Supply at its sole option may require Seller, at Seller's expense to: (i) promptly repair or replace any or all rejected goods and/or services or (ii) refund the fees paid for any or all rejected goods and/or services. All such rejected goods will be held for Seller's prompt instruction and at Seller's risk. Rejected goods will be transported for return to Seller or destroyed at Seller's cost. Nothing contained herein shall relieve in any way Seller from the obligation of testing, inspection, and quality control. Payment for goods or services prior to inspection shall not constitute acceptance thereof and is without prejudice to any and all claims Interior Supply may have against Seller or any other party.

**Section 11. Invoices.** Seller shall issue a separate invoice for each separate shipment. Each invoice shall include: (i) the Purchase Order number; (ii) Interior Supply's part numbers; and (iii) quantities shipped. Undisputed amounts shall be paid within 30 days of receipt and acceptance of goods or services and a correct invoice. Delays in receipt of goods or services, acceptance of goods or services, or an incorrect invoice will be just cause for Interior Supply to withhold payment without losing discount privileges. Cash discounts or other agreed upon terms, if any, shall be computed as commencing with receipt of the invoice or goods or services, whichever is later.

**Section 12. Warranties.** Seller warrants to Interior Supply that the goods and services shall be provided, manufactured, shipped, stored, and otherwise handled in strict compliance with all applicable laws, codes, ordinances, regulations, executive orders, and industry standards. Seller makes all warranties contained in the Uniform Commercial Code. Seller warrants that the goods or services delivered, the packaging, labeling and sorting thereof, any installation, repair, and maintenance of goods, and any other performance pursuant to this Purchase Order, will: (i) be free of infringement of property rights of third parties, including without limitation, any patent, trademark, trade name, copyright or right of publicity, or misappropriate any trade secret or violate any license or any other rights; (ii) be free from defects in material and workmanship, be of even kind and quality and run without variation; (iii) be of merchantable quality; (iv) be fit for the intended use of the Buyer, Interior Supply's Sellers and any other intended uses of such goods and shall be new and not refurbished; and (v) be of grade and performance in conformity with all specifications, blueprints, designs, drawings, samples, models, descriptions, instructions, and other items referred to in this Purchase Order. Seller also warrants that the goods or services to be delivered hereunder were produced in compliance with all applicable requirements of the Fair Labor Standards Act of 1938 as amended, including specifically Sections 206, 207, 212 and 215, and all regulations and orders of the U.S. Department of Labor issued under Section 14 thereof. Seller shall maintain, solely at Seller's cost and expense, all licenses, permits, approvals, and the like necessary to conduct its business and perform its obligations under this Purchase Order.

**Section 13. Hold Harmless.** Seller agrees to defend, indemnify and hold harmless Interior

Supply, its officers, directors, shareholders, affiliated entity, employees, agents, representatives, successors and assigns ("Indemnitees") from all losses, liabilities, damages, and/or expenses which may be sustained or claimed against an Indemnitee: (i) arising out of defective goods or negligent services hereby ordered; (ii) arising from injury to Seller employees while in the course of providing goods or services to Interior Supply or affiliated entity; (iii) arising from Seller's use of automobiles, trucks, or heavy equipment; or (iv) based on a claim that the goods or services supplied by Seller infringe a patent, copyright, or trademark or misappropriate a trade secret of a third party. Seller shall, at the request of Interior Supply or affiliated entity, defend any such claim, action or lawsuit. If the goods or services become, or in Seller's opinion, are likely to become the subject of any infringement claim, Seller shall do one of the following at Seller's option and expense: (i) procure for Interior Supply the right to continue using the goods or services; (ii) replace or modify the goods or services so that they become non-fringing without losing functionality; or (iii) terminate Interior Supply's right to use the goods and/or services, whereupon Seller will refund to Interior Supply all amounts paid for such goods or services. The indemnity under this Section shall survive delivery and acceptance of goods and services and termination or expiration of this Purchase Order and/or Interior Supply's written agreement with Seller, if applicable.

**Section 14. Right to Cover.** If Seller repudiates a Purchase Order or fails to make delivery within the time specified therein, time being of the essence in connection with each Purchase Order (or, if no time of delivery has been specified, within a reasonable time after acceptance by Seller) or if Interior Supply rightfully rejects the goods or services or justifiably revokes acceptance thereof, then with respect to any and all goods or services involved, Interior Supply may pursue any remedy available including, without limitation, cancellation of this Purchase Order in whole or in part. In addition to recovering so much of the price as has been paid and irrespective of whether Interior Supply has cancelled this Purchase Order, Interior Supply may "cover" and have damages as to all goods and services affected whether or not they have been identified to this Purchase Order. Interior Supply may "cover" by making, in good faith and without unreasonable delay, any reasonable purchase of or contract to purchase goods or services in substitution for those due from Seller. Interior Supply shall recover from Seller as damages the difference between the cost of cover and the contract price together with any incidental or consequential damages.

**Section 15. Limitation of Liability.** Interior Supply's liability to pay any amount to Seller for any reason shall not exceed the amount Interior Supply has agreed to pay Seller for the goods or services in the Purchase Order. INTERIOR SUPPLY SHALL NOT BE LIABLE TO SELLER FOR ANY CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES OR COMMERCIAL LOSSES ARISING FROM THE PURCHASE OF GOODS AND/OR SERVICES REGARDLESS OF THE CAUSE OF ACTION OR THE FORM OF THE CLAIM FOR DAMAGES, AND EVEN IF INTERIOR SUPPLY IS INFORMED OF THE POSSIBILITY OF SUCH DAMAGES.

**Section 16. Miscellaneous.** Seller shall not assign a Purchase Order or any rights, nor delegate any duties to any third party. Any attempt to do so will be void. Each Purchase Order shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. Each party is an independent contractor of the other party.

**Section 17. Force Majeure.** Failure of Interior Supply to take shipments of goods or receive services hereunder, if occasioned by fire, explosion, flood, war, accident, interruption of or delay in transportation, labor trouble, governmental regulation, or any other circumstances of like or different character beyond Interior Supply's reasonable control, or if occasioned by partial or complete suspension of operations at any of Interior Supply's offices or other business locations, shall not subject Interior Supply to any liability to Seller by reason thereof, but, at Interior Supply's option, the total quantity covered by this Purchase Order may be reduced by the extent of omitted shipments or services, or the specified delivery period may be extended by a time equal to that during which shipments or services shall be so omitted and such shipments shall then be made or services performed during the period of extension.

**Section 18. Waiver.** A waiver of any term, condition or default of this Purchase Order shall not be construed as a waiver of any other term, condition, or default.

**Section 19. Entire Agreement.** The Purchase Order represents the entire understanding between Interior Supply and Seller, shall supersede all prior understandings and agreements relating to the subject matter hereof, and may be amended only by written mutual agreement of the parties. In the event of a conflict between the terms and conditions of this Purchase Order and any amendment thereto, the Purchase Order shall govern and control. Notwithstanding the foregoing, the provisions of this Purchase Order will not supersede any provisions of any other previously written agreement(s) that are currently in effect between the parties that govern the provision of the goods or services that are the subject of this Purchase Order.

**Section 20. Disputes and Governing Law.** The Purchase Order, these Terms and Conditions and all other matters between Seller and Interior Supply shall be governed by the laws of the State of Ohio, without regard to its conflict of laws rules. Each Party irrevocably and unconditionally waives its right to a trial by jury and instead agrees to resolve any dispute, action, claim, cause of action or the like arising from or related to the Purchase Order, these Terms and Conditions, through binding arbitration in Franklin County, Ohio. The Parties shall attempt to agree upon a qualified arbitrator. If the Parties are unable to reach such an agreement, the arbitration will be governed by the Rules of the American Arbitration Association utilizing a single arbitrator.