

**TERMS AND CONDITIONS FOR SALES BY
INTERIOR SUPPLY, INC.**

February 2023

These Standard Terms and Conditions (these “**Terms and Conditions**”) are agreed to by Interior Supply, Inc. (“**Interior Supply**”) and any customer who purchases products from Interior Supply (a “**Customer**”). Interior Supply and Customer are sometimes referred to in these Terms and Conditions individually as a “**Party**” and together as the “**Parties.**” The Parties agree that these Terms and Conditions shall govern their relationship with respect to a sale of materials by Interior Supply to Customer.

Section 1. Purchase Order. No agreement shall exist between Interior Supply and Customer unless (a) Interior Supply has accepted, in writing, a work order issued by Customer; or (b) Interior Supply has issued a Purchase Order to Customer which has been accepted, in writing, by the Customer (either of which shall be referred to herein as a (“**Purchase Order**”).

Section 2. Sales. All Purchase Order s shall be subject to these Terms and Conditions. Any of the terms and provisions of Customer’s order 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.

Section 3. Electronic Communications. If Customer and Interior Supply use an electronic method or system to facilitate purchase and sale transactions, Customer 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. In the event of a conflict, the business records maintained by Interior Supply regarding electronic purchases made by customer shall be deemed to be conclusive.

Section 4. 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, Customer 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 5. Returns. Merchandise is not returnable without the prior written consent of Interior Supply. Customer will be charged a restocking fee equal to the higher of 20% of the price charged by Interior Supply or the amount charged by the vendor for the returned merchandise. Requests for permission to return must be made within thirty (30) days after receipt of shipment. Interior Supply will assign an authorized number for approved returns which must appear on the related debit memo. Only current items in their original standard package are subject to return. All unauthorized returns will be sent back to Customer at Customer's expense. Return shipments must be pre-paid and shipped in accordance with the instructions set forth on

the return authorization form, including the restocking fee. Credit will be issued, less any transportation charges and service charges, to cover handling, inspection, counting, repacking, and similar costs. Customer is responsible for inspecting and returning any direct shipped goods (shipped directly by a supplier other than Interior Supply) within thirty (30) days after receipt of such goods, and such returns will be subject to the same terms contained herein.

Section 6. Delivery, Title and Risk of Loss. Interior Supply will make every effort to deliver orders at the time requested. No delivery delay will be honored to support a charge-back or claim for damages. All sales are F.O.B., point of shipment, and Customer takes title and assumes responsibility for risk of loss or damage at the point of shipment for such sales. No allowance from prices will be made for freight or cartage on material picked up at Interior Supply's office or warehouse. Claims for goods damaged in transit are Customer's sole responsibility.

Section 7. Payment. Payment terms are net the twenty-fifth (25th) day of the month after issuance of an invoice by Interior Supply. Customer shall not hold back any retainage from Interior Supply, even if retainage is part of any contract between Customer and any other party. Payment is not contingent on Customer's ability to collect or obtain funds from any other party. Credit card sales are billed at the time of purchase. Customer expressly represents it is solvent at the time it places any purchase order with Interior Supply. Interior Supply, in its sole discretion, may determine whether Customer's financial condition requires full or partial payment prior to manufacture or shipment. Interior Supply may obtain and use Customer's credit history for credit evaluation purposes. Interior Supply may apply payments to any outstanding invoices.

Section 8. Taxes and Fees. In addition to any price specified herein, Customer shall pay the gross amount of any present or future sales, use, excise, value-added or other similar tax applicable to the price, sale, or delivery of any product or services furnished hereunder, or to their use by Interior Supply or Customer, or Customer shall furnish Interior Supply with a tax exemption certificate acceptable to the taxing authorities.

Section 9. Product Compliance. Jurisdictions have varying laws, codes and regulations governing construction, installation, and/or use of goods for a particular purpose. Certain goods may not be available for sale in all areas. Interior Supply does not guarantee compliance or suitability of the goods it sells with any laws, codes or regulations, nor does Interior Supply accept responsibility for construction, installation and/or use of goods. It is Customer's responsibility to review the product application and all applicable laws, codes and regulations for each relevant jurisdiction to be sure that the construction, installation, and/or use involving the goods are compliant.

Section 10. Export Controls and Anti-Corruption. Customer acknowledges that the Purchase Order and the performance thereof are subject to compliance with any and all applicable United States laws, regulations, or orders. Customer agrees to comply with all such laws, regulations, and orders, including, if applicable, all requirements of the International Traffic in Arms Regulations and/or the Export Administration Act, as may be amended. Customer further agrees that if the export laws are applicable, it will not disclose or re-export any technical data received under the Purchase Order to any countries for which the United States government requires an export license or other supporting documentation at the time of

export or transfer, unless Customer has obtained prior written authorization from the United States Office of Export Control or other authority responsible for such matters. Customer shall also comply with applicable laws and regulations relating to anti-corruption, including, without limitation, the United States Foreign Corrupt Practices Act (15 U.S.C. §§78dd-1, et. seq.) irrespective of the place of performance and laws in Customer's country or any country where performance of this agreement or delivery of goods will occur.

Section 11. Compliance with Laws. Any products delivered by Interior Supply hereunder will be produced in compliance with the Fair Labor Standards Act of 1938 as amended and applicable. Interior Supply will comply with applicable Federal, State, and local laws and regulations as of the date of any quotation, which relate to (i) non-segregated facilities and Equal Employment Opportunity (including the seven paragraphs appearing in Section 202 of Executive Order 11246 as amended) and (ii) worker's compensation. Interior Supply has adopted the FSC Core Labor Policy, a copy of which will be provided upon request. Price and, if necessary, delivery will be equitably adjusted to compensate Interior Supply for the cost of compliance with any other laws and regulations.

Section 12. Country of Origin. It is Customer's sole responsibility to advise Interior Supply in writing whether there are any requirements regarding country of origin for the goods supplied by Interior Supply. Upon request, Interior Supply will provide country of origin information so that Customer may determine compliance with any applicable governmental requirements or regulations. By purchasing the goods without advising Interior Supply of country of origin requirements, Customer represents that it has authority to make such purchase and has complied with all applicable procurement regulations.

Section 13. Equipment Warranty. The goods sold or provided by Interior Supply are products of recognized manufacturers sold under their respective brand or trade name in accordance with their terms and conditions. Interior Supply shall use its best efforts to obtain from each manufacturer, in accordance with the manufacturer's warranty (copies of which will be furnished to Customer upon request) or customary practice, the repair or replacement of goods that prove to be defective in material, design, or workmanship. The foregoing shall constitute the exclusive remedy of Customer. Except as to title, INTERIOR SUPPLY GIVES NO WARRANTY, EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE OR OTHERWISE of any goods sold or provided by Interior Supply. Interior Supply shall not, under any circumstances be liable for any special, direct, indirect, incidental, exemplary, liquidated, or consequential damages to Customer, persons or property arising out of or connected with the transactions contemplated by these Terms and Conditions or the design, manufacture, subsequent sale or use of the goods, including, but not limited to, loss of profit or revenues, loss of use of the products, or any associated equipment, cost of capital, cost of substitute products, facilities, service, or replacement power, down time costs, or claims of Customer's customers for such damages. Interior Supply's maximum cumulative liability relative to all other claims and liabilities, including that with respect to direct damages and obligations under any indemnity, whether or not insured, will not exceed the price Interior Supply received from Customer for the goods giving rise to the claim of liability. Interior Supply disclaims all liability relative to gratuitous information or services provided by, but not required of Interior Supply under the Purchase Order.

Section 14. Third-Party Contract Obligations. In the event that Customer has contracted for or otherwise assumed with any other party any obligation or liability to an owner, contractor, construction manager, governmental entity, or any other person or entity responsible for the completion of any portion of any project in which Interior Supply's goods will be used, the parties agree that Interior Supply is not a party to such contract. Therefore, Interior Supply does not assume any liability or obligation - including but not limited to any liability or obligation related to governmental regulations or flow-down terms - under any such contract or agreement. Absent a written agreement to the contrary, signed by an authorized representative of Interior Supply, Customer releases and agrees to defend, indemnify and hold Interior Supply harmless for any claims of any nature whatsoever related to any obligation, risk, liability or responsibility which was Customer's under any contract or which was assumed by Customer towards any owner, contractor, construction manager, governmental entity, or other party involving the goods or work supplied by Interior Supply to fulfill any contractual requirement.

Section 15. Claims. Claims for any nonconforming goods must be made by Customer, in writing, within ten (10) days of Customer's receipt of such goods and must state with particularity all material facts concerning the claim then known to Customer. Failure by Customer to give notice within such ten (10) day period shall constitute an unqualified acceptance of such goods by Customer, and a waiver of any right to reject or revoke acceptance of such goods. Interior Supply shall have thirty (30) days after receipt of a timely served claim to investigate any claim of nonconforming goods. Any action based on such claim, or otherwise arising hereunder, must be commenced and prosecuted within two years after the cause of action has accrued.

Section 16. Delays. Interior Supply will notify Customer promptly of any material delay and will specify the revised delivery timeline as soon as practicable. Interior Supply shall not be liable for delays in delivery or performance, or for failure to manufacture, deliver or perform as a result of acts of God, fire, acts of civil or military authority, governmental priorities, strikes or other disturbances, floods, epidemics, war, riots, delays in transportation or vehicle shortages, or inability on account of causes beyond the reasonable control of Interior Supply to obtain necessary materials, components, services or facilities, or any other cause beyond Interior Supply's reasonable control. In the event of any such delay, there will be no termination and the date of delivery or performance shall be extended for a period equal to the time lost by the reason of the delay.

Section 17. Intellectual Property. Upon prompt notice by Customer of any claim of U.S. patent, copyright, or trademark infringement with respect to any goods, Interior Supply will use its reasonable efforts to secure for Customer such indemnity rights as the manufacturer may customarily give with respect to such goods. This section sets forth Customer's sole and exclusive remedy against Interior Supply regarding the infringement by any goods of any third-party intellectual property rights, including, without limitation, any patents or trademarks.

Section 18. Remedies for Non-Payment. If Customer fails to make any payment when due, Interior Supply reserves the right to suspend performance. Customer agrees to pay a charge on all amounts past due at the rate of 1 ½% per month (18% per year) or the maximum lawful

rate, whichever is less. In the event of non-payment, Customer agrees to pay Interior Supply's reasonable attorney fees and court costs, if any, incurred by Interior Supply to collect payment, and all applicable interest charges.

Section 19. Miscellaneous. The delegation or assignment by Customer of any or all of its duties or rights hereunder without Interior Supply's prior written consent shall be void. Any representation, promise, course of dealing, or trade usage not contained or referred to herein, will not be binding on Interior Supply. No modification, amendment, rescission, waiver or other change shall be binding on Interior Supply unless assented to in writing by Interior Supply's authorized representative. The validity, performance and all matters relating to the interpretation and effect of the Purchase Order, or any amendment thereto shall be governed by the Uniform Commercial Code as in effect in Ohio. Waiver by Interior Supply of any default by Customer hereunder shall not be deemed a waiver by Interior Supply of any default by Customer which may thereafter occur.

Section 20. Disputes and Governing Law. The Purchase Order, these Terms and Conditions and all other matters between Customer 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.