

## GENERAL TERMS AND CONDITIONS OF SALE

1. These Terms and Conditions of Sale represent the entire agreement between CertainTeed Canada Inc, dba CertainTeed Architectural Products (the "Company") and you (the "Customer") regarding the sale of products (the "Products") and supersede the terms and conditions in all previous quotations, orders and agreements. No waiver, modification, or alteration of any of these provisions hereof shall be binding on the Company unless made in writing and agreed to by a duly authorized official of the Company.
2. Except as expressly set forth herein, and in the attached One Year Limited Warranty, and to the maximum extent permitted by applicable law, the Company expressly disclaims all other warranties, conditions, or representations, express or implied, statutory or otherwise, regarding the Products or other services provided by the Company hereunder, including any implied warranties or conditions of merchantability, satisfactory or merchantable quality and fitness for a particular purpose, or those arising from a course of dealing or usage of trade or prior description or sample.
3. Unless otherwise specifically provided for in writing, the prices quoted for the Products (the "Purchase Price") are based upon production of the total quantity of the Products in one production run. shipments caused or requested by the Customer will result in an adjustment to the Purchase Price by the Company.
4. Any taxes which the Company may be required to pay and/or which are paid by the Company under any existing or future law with respect to the sale, purchase, storage, processing, use, consumption or transportation of any of the materials covered hereby, shall be for the account of the Customer, unless the Customer furnishes the Company with tax exemption certificates in a form acceptable to the appropriate taxing authorities in lieu of payment of such taxes.
5. Any costs involved in the cancellation, alteration or suspension of orders or of these Terms and Conditions of Sale shall be paid by the Customer.
6. All transportation and other such charges shall be for the account of the Customer, unless specified otherwise.
7. The Company may revise the price of any of the Products upon giving at least fifteen (15) days' prior written notice to the Customer. Such revised price shall be payable by the Customer for all orders placed after the date on which the Company provides notice of such price change.
8. Prices on undelivered portions of any order are subject to an increase by the amount that the Company's costs are affected by new federal, provincial or municipal legislation (where applicable). The Company will advise the Customer of any such increases.
9. The Customer acknowledges that the Products are being made solely according to and as a result of the Customer's specifications. As a result, the Customer agrees to take delivery of and make payment for the Products once the Company has begun to create such Products, even in the event that the Customer is unable to make payment for any reason. If the Customer cannot take delivery of such Products, the Customer agrees to make payment for same as if delivery had been taken and the Company will store the Products for the Customer's account and at the Customer's expense.
10. The Company shall have the right to stop work at any time and withhold deliveries of any or all of the Products if any payment herein stipulated is not made promptly as agreed or upon proof of the Customer's inability to pay and thereupon the selling price of hours and material in process at such date shall be due and payable. The Company reserves the right even after partial payment to require from the Customer satisfactory security for the performance of the Customer's obligations before proceeding with the creation or delivery of the Products.
11. Any cost incurred by the Company to make alterations necessitated by the Customer's furnishing of incorrect data, design or equipment will be charged to the Customer. The Company will not be responsible for product performance where the product is manufactured to the Customer's own design, drawings or specifications.
12. The Company may, at any time, and from time to time, change or substitute materials. Such changes will be valid if they are of reasonably similar quality to the substituted goods.
13. Each shipment shall be considered a separate and independent transaction and payment therefore shall be made accordingly. If, in the judgment of the Company, the financial condition of the Customer does not justify the terms of payment specified, the Company reserves the right to alter the terms of payment.
14. The acceptance of shipment by common carrier shall constitute a delivery to the Customer. The Customer is responsible for and assumes all risk of loss or damage to the Products from any cause upon and after delivery of the Products by the Company to a common carrier. The Company shall retain title to all of the Products delivered to the Customer until the Customer pays all obligations owing in respect of the Products (including without limitation any applicable interest, late payment, or financing charges). Until all such obligations owing are fully paid, the Customer shall hold the Products in trust for the Company and shall preserve them separately from its own property and the Company shall have the right to require the return of the Products, at the cost of the Customer, immediately upon failure of the Customer to pay the final installment of the Purchase Price and any other

obligations when due. If the Company is required to institute legal proceedings to recover unpaid amounts and/or the Products, the Customer agrees to pay all of the Company's reasonable legal fees and costs. The Company does not recognize holdbacks on products delivered.

15. Acceptance of a shipment as satisfactory constitutes approval of all previous shipments unless the Customer has already given formal notice to the Company to the contrary.

16. The Company shall make reasonable efforts to deliver the Products in the quantity and at the time specified by the Customer. Seller may, from time to time, make changes in scheduled deliveries or may direct the temporary suspension thereof. These changes shall not constitute material changes to these Terms and Conditions of Sale. Additionally, shipping dates given prior to shipment are estimated only, and the Company shall, under no circumstances, be responsible for failure or delay in filling any order(s) when such failure is caused by an event or occurrence which could not be prevented or foreseen, which is beyond the control of the Company, and/or which is not due to the fault or negligence of the Company including, for example, acts of God, actions of any governmental authority, fires, floods, windstorms, earthquakes, tidal waves, explosions, riots, natural disasters, wars, terrorism, national emergency, civil commotion, military operation, sabotage or labour problems (including lockouts, strikes, and shutdowns), any shortage in supplies, impairment in the facilities of production, manufacture, transportation, or distribution, or the inability of the Company to obtain from its usual sources equipment, labour force or transportation. In no event shall the Company be obligated to purchase products from third parties, other than those purchased in the ordinary course of business, to enable it to deliver the Products to the Customer.

17. The Company warrants that at the time and place of delivery, the Products sold hereunder shall conform to the specifications agreed upon by the Company and the Customer. Acceptance or rejection of the Products shall be made promptly after delivery. Failure by the Customer to give notice of claims for shortages and/or rejections in writing within five (5) days from the date of delivery shall constitute a waiver by the Customer of all claims related to such Products. In the event that any merchandise supplied hereunder fails to conform to the sample or specifications thereof (if any) or the Company's warranties, the Company's liability in respect thereto shall be limited to either supplying other merchandise which conforms in all respects to such sample, specifications or warranties, or refunding the Purchase Price (upon return of the Products, if requested) provided however that the use or resale by the Customer of the Products will constitute an acceptance thereof, and all warranties and obligations of the Company in respect thereto shall thereupon be discharged. No charge for repairs shall be accepted without the Company's written consent. Any return of the Products without the prior consent of the Company shall be at the Customer's cost and risk. Credit will not be issued on any Products upon which any additional operations have been performed or which have been mishandled by the Customer. All material claimed to be defective shall be held subject to inspection by the Company.

18. The Customer shall defend, indemnify, and hold harmless the Company against claims of tangible damage or injury to property or persons, or any other claims whatsoever, to the extent caused by the breach of the Customer of any of its covenants, representations, or warranties or by the negligence or willful conduct of the Customer or its agents. The Customer shall defend, indemnify, and hold harmless the Company against any claims, losses, damages, and/or liability incurred by the Company resulting from claims of infringement of any patent, copyright, trade secret or other intellectual property of any third party arising from (a) the Company's compliance with the Customer's designs, specifications, and/or instructions or (b) the Customer's use of the Products in breach of these Terms and Conditions of Sale and not otherwise expressly authorized by the Company in writing. The Customer agrees to indemnify, defend, and hold harmless the Company from any and all claims, regardless of by whom such claim(s) may be asserted, for personal injury or property damage or otherwise that may result directly or indirectly from the use, possession, or ownership of the Products or from the services provided by the Company pursuant to these Terms and Conditions of Sale. The Customer agrees to obtain adequate comprehensive liability insurance to cover any such claims for personal injury or property damage made by third parties against the Customer and/or the Company arising, directly or indirectly, from the use, possession, or ownership of the Products.

19. Except as expressly provided for in this Invoice, the Company's maximum liability to the Customer or any other third party for a claim of any kind related to the Products shall be limited to monetary damages and the aggregate amount thereof for all claims shall not exceed an amount equal to the amount paid or payable by the Customer to the Company with regard to the Products. Under no circumstances shall the Company be liable to the Customer or any third party for any consequential, incidental, or punitive damages, including but not limited to any damages for lost profits or business opportunities or damage to reputation. No charges or expenses related to any claim shall be assumed by the Company unless approved by an authorized official of the Company.

20. The waiver of a breach or default under these Terms and Conditions of Sale by either party hereto shall not be interpreted to constitute a waiver of any subsequent breach or default, and shall not act to amend or negate the rights of the parties hereto.

21. The acquisition by the Customer of the Products shall not imply in any way the assignment or transfer of intellectual/industrial property owned by the Company, including but not limited to designs, models, blueprints, compositions, formulas, techniques, and processes contained in or related to such Products. All intellectual and industrial property rights related to the Products are the exclusive property of the Company and delivery of the Products only entitles the Customer to use and dispose the final Products as purchased from the Company.

22. All sales contracts become effective only when approved and accepted by the Company's office.

23. The attached Acknowledgement covers the initial order accepted against it and further orders received are subject to re-quotations on receipt by the Company of the Customer's orders.

24. The Customer may not assign or otherwise transfer, directly or indirectly, its rights under these Terms and Conditions of Sale or delegate its performance herein without the prior written consent of the Company. Subject to the foregoing, these Terms and Conditions of Sale shall be binding upon and shall inure to the benefit of the parties hereto, and their successors and assigns. The Company may assign all its rights and obligations under these Terms and Conditions of Sale. The Company may assign monies due and those to become due under these Terms and Conditions of Sale.

25. These Terms and Conditions of Sale shall be construed, interpreted, and enforced in accordance with the laws of Ontario and the laws of Canada applicable therein.

26. The parties hereto have expressly requested and required that these Terms and Conditions of Sale and all other related documents be written in the English language. Les parties ont expressément exigé que les présentes modalités et tous les autres documents connexes soient rédigés en langue anglaise.

REVISED DECEMBER 21 2020