WOODGRAIN INC. SALES TERMS AND CONDITIONS

Woodgrain Inc. and/or its subsidiary or affiliate that is selling the product is herein referred to as the "Seller" and the customer or person or entity purchasing products ("Products") from Seller is referred to as the "Buyer". THESE TERMS AND CONDITIONS, TOGETHER WITH ANY PRICE LIST OR SCHEDULE, QUOTATION, ACKNOWLEDGMENT OR INVOICE FROM SELLER RELATING TO THE SALE OF THE PRODUCTS, CONSTITUTE THE COMPLETE AND EXCLUSIVE STATEMENT OF THE TERMS OF THE AGREEMENT GOVERNING THE SALE OF PRODUCTS BY SELLER TO BUYER (THE "AGREEMENT"). SELLER'S ACCEPTANCE OF BUYER'S ORDER IS EXPRESSLY CONDITIONED UPON BUYER'S ACCEPTANCE OF THESE TERMS AND CONDITIONS OF SALE.

1. **PRICES:** Prices are based on labor, freight and material costs at time of Seller's quotation. In the event of any increases in Seller's costs between the date of quotation and date of shipment, Seller shall have the right to increase the quoted price to Seller's then current price at the time of shipment and invoice the Buyer for the increased price. Unless otherwise specified in writing by Seller, all prices are exclusive of taxes, transportation and insurance, which are to be borne by Buyer.

2. **TERMS OF PAYMENT; CREDIT; COLLECTION:** Unless otherwise specified in writing by Seller, Seller's invoice is due upon receipt payable in U.S. currency. Buyer has no right of setoff. Seller may, at its option, impose a late payment charge on any past due invoice equal to the lesser of 1.5% per month or the maximum rate allowed by law, from the date on which payment is due until the outstanding balance is paid in full. In the event Buyer fails to make any payment when due under the terms of this Agreement, Seller shall have the right, among other remedies, to terminate this Agreement or to suspend further performance under this Agreement and/or other agreements with Buyer. Buyer shall be liable for all costs and expenses, including attorney' fees, relating to the collection of past due amounts. Should Buyer's financial responsibility become unsatisfactory to Seller, cash payments or security satisfactory to Seller may be required by Seller for future deliveries. Buyer hereby grants Seller a security interest in all Products sold to Buyer by Seller, which security interest shall continue until all such Products are fully paid for in cash, and Buyer authorizes Seller as its attorney to execute and file on Buyer's behalf all documents Seller deems necessary to protect and perfect such security interest. Upon request of Buyer, Seller may, in its sole discretion, execute a waiver of lien in a form reasonably acceptable to Seller; provided, however, in the event Seller provides a lien waiver prior to full payment, Buyer hereby agrees to indemnify Seller from any and all losses, liabilities, costs, expenses and damages of any kind incurred by Seller as a result of Buyer's failure to pay all amounts due to Seller in full on or before the date due pursuant to the terms of the Agreement.

3. **TAXES:** Any current or future tax or governmental charge (or increase in same) affecting Seller's costs of production, sale, or delivery or shipment, or which Seller is otherwise required to pay or collect in connection with the sale, purchase, delivery, storage, processing, use or consumption of Products, shall be for Buyer's account and shall be added to the price.

4. **SHIPMENT AND DELIVERY:** Unless otherwise agreed to by the parties in writing, shipments are made F.O.B. origin. Risk of loss or damage and responsibility shall pass from Seller to Buyer upon delivery to and receipt by carrier at Seller's shipping point. Buyer hereby expressly waives any and all claims against Seller for shortages or damages suffered in transit, such claims are the responsibility of Buyer and shall be submitted by Buyer directly to the carrier. Shortages or damages must be acknowledged and signed for at the time of delivery. While Seller will use commercially reasonable efforts to maintain the delivery date(s) acknowledged or quoted by Seller, all shipping dates are approximate and not guaranteed. Seller reserves the right to make partial shipments. Seller, at its option, shall not be bound to tender delivery of any Products for which Buyer has not provided shipping instructions. If the shipment of the Products is postponed or delayed by Buyer for any reason, Buyer agrees to reimburse Seller, upon demand, for any and all storage costs and other additional expenses resulting therefrom.

5. **NO WARRANTY:** Seller makes no representations or warranties regarding the performance characteristics of any Product, including but not limited to representations or warranties with regard to fire rating, load bearing capabilities, blast resistance, hurricane proof, impact proof or tensile strength. Buyer

acknowledges and agrees that any marketing materials, product descriptions, notations, stickers, certifications or seals affixed to, or provided with, the Products or Product brochures, catalogs or other materials, including but not limited to those affixed or provided by Seller, shall not constitute a representation, warranty or certification from the Seller, but instead constitute representations, warranties, or certifications made by the manufacturer of the Product. Product selection is the sole responsibility of the Buyer and its customers and is taken at the Buyer's sole risk. It is the Buyer and its customers' responsibility to consult all local building code laws, and the certification and rating agencies published materials and websites for guidelines on the standards necessary to meet all regulations and codes in the area where the Product(s) will be installed. It is Buyer's responsibility to read and review all materials, representations and warranties regarding the Product provided by the manufacturer prior to purchase. Subject to the limitations of Section 6 below, to the extent possible, Seller shall assign to Buyer the Product's manufacturer warranties. Notwithstanding the foregoing, Seller makes no representations, warranties, covenants or guaranties that the manufacturer provides any warranties for the Products or that any such manufacturer warranties are assignable to Buyer. Buyer hereby expressly acknowledges and agrees that Seller is a distributor of the Products and is not the manufacturer. Buyer further acknowledges and agrees that Seller shall not be liable for any product warranties or defects in material or workmanship. Seller will provide Buyer reasonable assistance in pursuing a claim against the manufacturer warranty, provided, Buyer shall pay all costs and expenses incurred by Seller in assisting Buyer in any such claim and shall timely provide all information required for Seller to assist Buyer in such claim. BUYER ACKNOWLEDGES AND AGREES THAT SELLER PROVIDES NO REPRESENTATIONS, WARRANTIES OR CERTIFICATIONS FOR THE PRODUCTS OF ANY KIND. THE PASS THROUGH WARRANTY GIVEN BY THE MANUFACTURER WITH RESPECT TO THE PRODUCT AND ASSIGNED TO BUYER, IF ANY, IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN HEREUNDER AND IS IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARISING BY OPERATION OF LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WHETHER OR NOT THE PURPOSE OR USE HAS BEEN DISCLOSED TO SELLER IN SPECIFICATIONS, DRAWINGS OR OTHERWISE, AND WHETHER OR NOT SELLER'S PRODUCTS ARE SPECIFICALLY DESIGNED AND/OR MANUFACTURED BY SELLER FOR BUYER'S USE OR PURPOSE.

In order for Seller to assist Buyer in seeking a claim against the manufacturer, Buyer shall promptly notify Seller in writing of any defects discovered by Buyer during the manufacturer's warranty period. Buyer will be required to provide proof of purchase including the date of the purchase. Buyer assumes all responsibility for any loss, damage, or injury to persons or property arising out of, connected with, or resulting from the use of Products, either alone or in combination with other products/components. This Section applies to any entity or person who may buy, acquire or use the Products, including any entity or person who obtains the Products from Buyer, and shall be bound by the limitations herein, including Section 6. Buyer agrees to provide any such subsequent transferee conspicuous, written notice of the provisions of Sections 5 and 6 hereof.

6. **LIMITATION OF REMEDY AND LIABILITY:** BUYER ACKNOWLEDGES AND AGREES THAT NEITHER SELLER, ITS AFFILIATES, OFFICERS, DIRECTORS, SHAREHOLDERS, AGENTS EMPLOYEES, SUBCONTRACTORS, PARENTS, SUBSIDIARIES, DIVISIONS OR AFFILIATES (COLLECTIVELY, "SELLER") WILL BE RESPONSIBLE FOR, AND BUYER HEREBY FOREVER WAIVES, RELEASES, DISCHARGES AND RELINQUISHES ANY AND ALL CLAIMS (WHETHER IN CONTRACT, IN TORT, FOR INFRINGEMENT, UNDER ANY WARRANTY, IN NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE), LIABILITIES, LOSSES, COSTS OR OTHER EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES), DEMANDS, CAUSES OF ACTION, SUITS AND/OR JUDGMENTS, WHICH BUYER HAD, HAS, MAY HAVE, OR MAY IN THE FUTURE HAVE AGAINST SELLER, WHICH ARISE OUT OF, ARE CONNECTED WITH, OR RELATE TO THE PRODUCTS, INCLUDING, WITHOUT

LIMITATION, ANY AND ALL DIRECT, INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL, PUNITIVE OR LIQUIDATED DAMAGES, THAT BUYER OR ANY THIRD PARTY MAY SUFFER WHICH IS RELATED TO, OR RESULTS FROM, BUYER'S OR THIRD PARTY'S USE OF THE PRODUCTS. BUYER FURTHER ACKNOWLEDGES AND AGREES THAT BUYER'S SOLE AND EXCLUSIVE REMEDY AGAINST SELLER, AND SELLER'S SOLE AND EXCLUSIVE LIABILITY, SHALL BE A REFUND OF THE AMOUNT OF THE PURCHASE PRICE PAID BY BUYER FOR THE SPECIFIC PRODUCTS PROVIDED BY SELLER GIVING RISE TO THE CLAIM OR CAUSE OF ACTION.

The term "consequential damages" shall include, but not be limited to, loss of anticipated profits, business interruption, loss of use or revenue, cost of capital or loss or damage to property or equipment.

Upon request, Seller in its discretion may furnish as an accommodation to Buyer technical advice or assistance regarding the Products or services purchased by Buyer. Seller assumes no obligation or liability for the advice or assistance given or results obtained, all such advice being given and accepted at Buyer's sole risk.

7. **SECONDS:** Seller shall not be responsible for any defect, loss, damage or injury caused by any product described as "seconds". ALL "SECONDS" ARE SOLD "AS IS" "WHERE IS".

8. **CONFIDENTIALITY AND PROPRIETARY RIGHTS:** Buyer shall not use or disclose any of Seller's trade secrets or confidential information, whether or not designated as such, except as required in connection with the use or resale of the Products or services covered by the purchase order or confirmation. Buyer agrees it will not copy, nor permit anyone else to copy, any Products or parts thereof, or any pattern, plan, drawing, specification, instruction or depiction thereof, without prior written approval of Seller and the manufacturer, and that it will not knowingly, directly or indirectly, violate or infringe upon or contest the validity of any patent, license or other right of Seller or third parties pertaining to any of the applicable Products. Where any Products are manufactured from patterns, plans, drawings or specifications furnished by Buyer, Buyer shall indemnify Seller against and save Seller harmless from all loss, damage and expense arising out of any suit or claim against Seller for infringement of any patent, trademark, copyright or other right arising out of the manufacture of such Products or because of the use or sale of such Products by any person.

9. **INDEMNIFICATION AND WAIVER:** BUYER ACCEPTS THE PRODUCTS AND SERVICES IN ACCORDANCE WITH THE TERMS AND CONDITIONS SET FORTH HEREIN AND AGREES TO COMMUNICATE THE SAME IN WRITING TO ANY SUBSEQUENT CUSTOMERS, PURCHASERS OR USERS. BUYER HEREBY AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS SELLER, ITS OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, SUBCONTRACTORS, PARENTS, SUBSIDIARIES, DIVISIONS OR AFFILIATES FROM ANY AND ALL CLAIMS, LIABILITIES, LOSSES, COSTS OR OTHER EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES), DEMANDS, CAUSES OF ACTION, SUITS, DAMAGES AND/OR JUDGMENTS, INCLUDING INCIDENTAL AND CONSEQUENTIAL DAMAGES, ARISING FROM ANY USE OF THE PRODUCTS IN VIOLATION OF THE TERMS AND CONDITIONS HEREIN, WHETHER THE CAUSE OF ACTION BE BASED IN TORT, CONTRACT OR OTHERWISE, INCLUDING ALLEGATIONS THAT THE SELLER'S LIABILITY IS BASED ON NEGLIGENCE OR STRICT LIABILITY. BUYER HEREBY WAIVES AND RELEASES SELLER FROM ALL RIGHTS OF CONTRIBUTION OR INDEMNITY TO WHICH IT MAY OTHERWISE BE ENTITLED.

10. **EXCUSE OF PERFORMANCE:** Seller shall not be liable for delays in performance or for non-performance due to acts of God; acts of Buyer; war; fire; flood; weather; sabotage; strikes or labor disputes; pandemics, civil disturbances or riots; governmental requests, restrictions, allocations, laws, regulations, orders or actions; unavailability of or delays in transportation; default of suppliers; or circumstances or any events or causes beyond Seller's reasonable control. Deliveries or other performance may be suspended for an appropriate period of time or canceled by Seller upon notice to Buyer in the event of any of the foregoing, but the balance of the Agreement shall otherwise remain unaffected as a result of the foregoing.

11. **ASSIGNMENT:** Buyer shall not assign its right or delegate its duties hereunder or any interest herein without the prior written consent

of Seller, which consent may be withheld in Seller's sole discretion, and any such assignment, without such consent, shall be void.

12. **GENERAL PROVISIONS:** These terms and conditions supersede all other communications, negotiations and prior oral or written statements regarding the subject matter of these terms and conditions. No change, modification, rescission, discharge, abandonment, or waiver of these terms and conditions shall be binding upon the Seller unless made in writing and signed on its behalf by a duly authorized representative of Seller. No conditions, usage of trade, course of dealing or performance, understanding or agreement purporting to modify, vary, explain, or supplement these terms and conditions shall be binding unless hereafter made in writing and signed by the party to be bound, and no modification or additional terms shall be applicable to this agreement by Seller's receipt, acknowledgment, or acceptance of purchase orders, shipping instruction forms, or other documentation containing terms at variance with or in addition to those set forth herein. No waiver by either party with respect to any breach or default or any right or remedy, and no course of dealing, shall be deemed to constitute a continuing waiver of any other breach or default or any other right or remedy, unless such waiver be expressed in writing and signed by the party to be bound. All typographical or clerical errors made by Seller in any quotation, acknowledgment or publication are subject to correction. In the event that any word, phrase, clause, sentence, or other provision hereof shall be deemed unenforceable by a court of law and/or equity, such finding shall not invalidate all other enforceable provisions hereof. The validity, performance, and all other matters relating to the interpretation and effect of this agreement shall be governed by the laws of the state of Idaho, without giving effect to conflicts of law. Buyer and Seller agree that the proper venue for all actions arising in connection herewith shall be only in the County of Ada, State of Idaho and the parties agree to submit to such jurisdiction. The Convention for the International Sales of Goods shall not apply to this Agreement.