



GENERAL TERMS AND CONDITIONS OF SALE

BellPro Architectural, LLC

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NOTICE

Sale of any Products or Services is expressly conditioned on Buyer's assent to these Terms and Conditions. Any acceptance of Seller's offer is expressly limited to acceptance of these Terms and Conditions of Sale, and Seller expressly objects to any additional or different terms proposed by Buyer. No Buyer form shall modify these Terms and Conditions, nor shall any course of performance, course of dealing, or usage of trade operate as a modification or waiver of these Terms and Conditions. Any order to purchase Products or receive Services shall constitute Buyer's assent to these Terms and Conditions. Unless otherwise specified in the quotation, Seller's quotation shall expire thirty (30) days from its date and may be modified or withdrawn by Seller before receipt of Buyer's conforming acceptance.

DEFINITIONS

"Buyer" means the entity to which Seller is furnishing Products or Services stated within this Contract.

"Contract" means either the contract agreement signed by an authorized representative of both parties, or the purchase order signed by Buyer and accepted by Seller in writing, for the sale of Products or Services, together with these Terms and Conditions, any Customer Account Agreement between the parties, Seller's final quotation, the agreed scope(s) of work, and Seller's order acknowledgement. In the event of any conflict, these Terms and Conditions shall take precedence over the other documents included in the Contract.

"Contract Price" means the agreed-upon price stated in the Contract for the sale of Products and Services, including adjustments (if any) in accordance with the Contract.

"Products" means any equipment, parts, materials, supplies, and other goods Seller has agreed to supply to Buyer under the Contract.

"Seller" means BellPro Architectural, LLC.

"Services" means the services Seller has agreed to perform for Buyer under the Contract.

"Terms and Conditions" means these General Terms and Conditions of Sale, together with any modifications or additional provisions specifically stated in Seller's final quotation or specifically agreed upon by Seller in writing.

1. DELIVERY AND SHIPPING TERMS

- (a) Seller shall deliver all Products to Buyer F.O.B. Shipping Point. Buyer shall pay all delivery costs and charges or pay Seller's standard shipping charges plus handling unless otherwise noted in the Contract. Partial deliveries are permitted, and Seller may deliver Products in advance of the delivery schedule. All delivery times are approximate, are calculated as set forth in Article 8, and are dependent upon Buyer providing Seller with all information necessary to proceed with work without interruption.
- (b) It is Buyer's responsibility to inspect the Products upon delivery for any discrepancies in quantity, type, or price against those itemized in the shipping invoice or documentation, and to notify Seller in writing within ten (10) days after receipt of delivery. Seller will in no event pay or be liable for any claim resulting from the installation or use by Buyer of apparently improper material or of material having apparent defects or damage.
- (c) Any liability of Seller for non-delivery of the Products shall be limited to replacing the Products within a reasonable time or adjusting the invoice with respect to such Products to reflect the actual quantity delivered to Buyer.
- (d) Seller will not be liable for loss of or damage to material caused by transportation companies, nor will Seller assume any obligation for filing a claim for the same.
- (e) If any Products to be delivered under this Contract cannot be shipped to or received by Buyer when ready due to any cause attributable to Buyer, Seller may ship the Products to a storage facility, including storage at the place of manufacture or repair, or to an agreed freight forwarder. If Seller places Products into storage, the following apply: (i) title and risk of loss immediately pass to Buyer, if they have not already passed, and delivery shall be deemed

to have occurred; (ii) any amounts otherwise payable to Seller upon delivery or shipment shall be due; (iii) a storage fee of two percent (2%) of the value of the stored Products will be charged to Buyer for each month or portion of a month the Products remain in storage; and (iv) when conditions permit and upon payment of all amounts due, Seller shall make the Products available to Buyer for delivery.

- (f) Buyer shall note any visible damage, shortage, or discrepancy on the carrier's bill of lading or delivery receipt before signing. Failure to do so may bar recovery from the carrier and shall not create any liability on the part of Seller.
- (g) When Seller arranges delivery to a jobsite, Buyer shall provide safe, accessible site access and the equipment and labor needed to unload. Waiting time in excess of one (1) hour, redelivery, and refused or rescheduled deliveries will be charged to Buyer.
- (h) Installation, alteration, or other use of the Products by Buyer or others constitutes acceptance of the Products and waiver of any claim for visible defects or nonconformities.

2. CONTRACT PRICE

- (a) Buyer shall purchase the Products and, if applicable, shall pay for the Services provided, from Seller at the Contract Price. Quoted prices are firm for the validity period stated in the quotation. Prices for any portion of an order not released for production within that period, or for releases rescheduled at Buyer's request, are subject to adjustment for documented increases in material costs, and Seller shall notify Buyer in writing of any such adjustment. In the event of a price adjustment, Buyer may cancel any undelivered portion of the affected order by written notice to Seller, provided such notice is received by Seller not more than ten (10) days after Buyer's receipt of Seller's notice. Upon cancellation, Buyer shall pay Seller: (1) the Contract Price for all Products that have been completed or are in the process of completion; (2) components or goods secured by Seller from outside sources for the performance of the Contract; and (3) special tooling and equipment procured for the performance of the Contract. All prices shall be confidential, and Buyer shall not disclose such prices to any unrelated party.
- (b) All Contract Prices are exclusive of all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any governmental authority on any amounts payable by Buyer. Buyer shall be responsible for all such charges, costs, and taxes; provided that Buyer shall not be responsible for any taxes imposed on, or with respect to, Seller's income, revenues, gross receipts, personnel, or real or personal property or other assets.
- (c) The Contract Price excludes shipping and handling charges, which are the obligation of Buyer and will be added to the invoice if prepaid by Seller.

3. ADEQUATE ASSURANCE AND CREDIT APPROVAL

- (a) Seller's acceptance of the Contract is subject to Seller's credit approval. Seller reserves the right to cancel any order, suspend production, hold shipments, stop material in transit, require full or partial payment, or require adequate assurance of performance from Buyer, without liability to Seller, in the event that any of the following apply: (i) Buyer's insolvency; (ii) Buyer's filing of a voluntary petition in bankruptcy; (iii) the appointment of a receiver or trustee for Buyer; (iv) the execution by Buyer of an assignment for the benefit of creditors; (v) Buyer is past due in payment of any amount owing to Seller under this or any other contract; or (vi) reasonable doubt exists as to Buyer's financial responsibility. Seller reserves the right to suspend its performance until payment or adequate assurance of performance is received, and reserves the right to cancel Buyer's credit at any time for any reason.
- (b) With each order, Buyer shall provide the project name and address, the names and addresses of the project owner and general contractor, and, where applicable, payment bond information (surety name and bond

number). Buyer shall promptly notify Seller of any change. Buyer acknowledges that Seller may serve preliminary notices and assert lien or payment bond rights as permitted by law.

4. PAYMENT TERMS

- (a) For approved credit accounts, terms of payment are net cash thirty (30) days following the date of each invoice. Accounts without approved credit are payable on COD or prepayment terms as stated on Seller's quotation or order acknowledgement.
- (b) Seller may charge interest on all late payments at the lesser of the rate of 1.5% per month or the highest rate permissible under applicable law, calculated daily and compounded monthly. Buyer shall reimburse Seller for all costs incurred in collecting any late payments, including, without limitation, attorneys' fees and court costs. In addition to all other remedies available under these Terms and Conditions or at law (which Seller does not waive by the exercise of any rights hereunder), Seller shall be entitled to suspend the delivery of any Products if Buyer fails to pay any amounts when due hereunder and such failure continues for thirty (30) days following written notice thereof.
- (c) Buyer shall not withhold payment of any amounts due and payable by reason of any set-off of any claim or dispute with Seller, whether relating to Seller's breach, bankruptcy, or otherwise.
- (d) If Buyer disputes any invoice or portion thereof, it shall notify Seller in writing within thirty (30) days of receipt of said invoice, detail the reason for the dispute, and pay all undisputed amounts. All charges not timely disputed in writing shall be deemed undisputed and shall be due and payable as set forth above.
- (e) Sales and use taxes are determined by the location where Products are delivered or picked up. Seller collects sales tax where it is registered to do so, based on the ship-to or pickup location of each order, unless Buyer has delivered a valid exemption certificate to Seller. Where Seller does not collect sales or use tax, Buyer is responsible for reporting and paying any use tax due to the applicable taxing authority. If Seller is required to pay any sales, use, excise, personal property, or other similar tax or charge incident to the performance of this Contract, Buyer shall reimburse Seller therefor upon request, unless such tax or charge is specifically included in the sale price or its collection by Seller is excused by Buyer's delivery of a valid exemption certificate.
- (f) Seller may require a deposit on any order. Deposits are invoiced on a material invoice, accompanied by photographs of the stored material and Seller's certificate of insurance, and are payable in accordance with this Article 4. Products covered by a deposit invoice are held at Seller's facility, identified to Buyer's order, until released for shipment.
- (g) Warranties (including warranties from Seller's finishers and suppliers), closeout documents, and lien waivers are issued upon Seller's receipt of payment in full of all amounts due on the project.
- (h) Buyer's obligation to pay Seller is not contingent on Buyer's receipt of payment from the project owner, general contractor, or any other party. Any pay-if-paid, pay-when-paid, or similar provision in Buyer's contract documents does not apply to Seller.
- (i) No retainage shall be withheld from Seller's invoices unless specifically agreed to in writing by Seller. Where retainage has been agreed, it is due and payable within thirty (30) days after Seller's final delivery of Products for the project.

5. CANCELLATION OF CONTRACT

- (a) Buyer may cancel its order only with the prior written consent of Seller, which Seller may withhold in its sole discretion. All cancellations are subject to payment to Seller for, without limitation, all Services performed, all Products shipped or in production, and all materials procured for the order.
- (b) Buyer's insistence upon canceling or suspending production or shipment, or Buyer's failure to provide information when required, may be treated by Seller as a breach of Contract by Buyer and subject any unshipped Products to cancellation by Seller.
- (c) No returns will be accepted by Seller unless previously submitted in writing and approved by an authorized representative of Seller. Custom-fabricated

Products are not returnable.

6. TITLE AND RISK OF LOSS

Title and risk of loss pass to Buyer upon delivery in accordance with Article 1 (F.O.B. Shipping Point). As collateral security for the full payment of the purchase price of the Products, Buyer hereby grants to Seller a lien on and security interest in and to all of the right, title, and interest of Buyer in, to, and under the Products, wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing. The security interest granted under this provision constitutes a purchase money security interest under (i) if in the United States, the Minnesota Uniform Commercial Code, or (ii) if in Canada, the Personal Property Security Act (Canada). Seller shall have the right to file any and all documents and take any action it deems necessary to fully establish protection of its security interest in the Products; however, the failure of Seller to file any such document shall not in any way act as a waiver of Seller's right to such security interest.

7. SUBMITTAL DRAWINGS, DESIGN RESPONSIBILITY, AND TOOLING

- (a) Seller, if requested by Buyer and included in the Contract, will provide submittal drawings for Buyer's use in obtaining approval for Seller's Products and specific job details.
- (b) It is Buyer's responsibility to verify dimensions for compliance with the Contract and field conditions prior to release of submittal drawings for production. Replacement of Products due to dimensional discrepancies or field changes shall be at Buyer's expense and handled as a change order under Article 11.
- (c) Seller fabricates Products to the drawings, specifications, and designs furnished by Buyer or by Buyer's architect or engineer. Seller does not perform structural or engineering design and is not responsible for the design, engineering, load capacity, code compliance, or suitability for a particular application of any Buyer-furnished design. Seller's submittal drawings depict fabrication details only and do not constitute engineering services.
- (d) Dies, tooling, patterns, fixtures, and programming made or acquired by Seller for the performance of the Contract remain the sole property of Seller, whether or not charged to Buyer in whole or in part, unless otherwise agreed in writing by Seller.

8. LEAD TIME AND PRODUCTION SCHEDULE

- (a) Lead times quoted by Seller begin on the date Seller receives Buyer's written approval of the fabrication/shop drawings, with no outstanding revisions, together with all field dimensions, finish selections, and other information required to begin production (the "Approval Date"). Lead time does not begin on the quotation, order, or purchase order date.
- (b) Delivery dates, required-on-site dates, or schedules stated in Buyer's purchase order, project schedule, or other documents are not binding on Seller and do not shorten Seller's quoted lead time unless confirmed in Seller's written order acknowledgement. The timing of Buyer's order placement or drawing approval relative to Buyer's project schedule does not change Seller's lead time.
- (c) Revisions or changes requested by Buyer after the Approval Date, including changes under Article 11, may reset or extend the lead time. Seller will confirm any revised schedule in writing.
- (d) Buyer may request an expedited schedule in writing. Expedited schedules are subject to Seller's production capacity, are binding only when confirmed by Seller in writing, and may be subject to additional charges.
- (e) The Contract Price is based on a continuous production schedule of the releases specified within the Contract. Should the production schedule be interrupted through no fault of Seller, including but not limited to lack of field dimensions, Seller shall be entitled to additional compensation. All costs associated with such delays shall be identified by Seller and agreed to by Buyer prior to continuation of production.

9. INSTALLATION WORK

Seller is a supplier and fabricator of Products and does not perform installation. In the event Buyer desires Seller to perform any installation work, such work will be performed only pursuant to a separate written agreement entered into by both parties detailing the terms and scope of such work.

10. FORCE MAJEURE

All Contracts are accepted subject to delays. Seller shall not be liable or responsible to Buyer, nor be deemed to have defaulted under or breached this Contract, for any failure or delay in fulfilling or performing any term of this Contract when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of Seller, including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest, national emergency, revolution, insurrection, epidemic, lockouts, strikes or other labor disputes (whether or not relating to either party's workforce), restraints or delays affecting carriers, inability or delay in obtaining supplies of adequate or suitable materials, telecommunication breakdown, or power outage.

11. CHANGE ORDERS

- (a) All changes in the scope(s) of work in this Contract require a written change order from Buyer specifying all requested changes, along with an adjusted price and production schedule approved by an authorized representative of Seller.
- (b) Seller's decision to proceed with any changes in the scope(s) of work without a written and approved change order shall not in any instance be deemed a waiver of Seller's right to receive a price and production schedule adjustment or to insist upon change orders for any subsequent changes in the scope(s) of work.

12. PENALTIES AND BACKCHARGES

In no event shall Seller be liable to Buyer for penalties or damages unless otherwise specified in the Contract. A credit will not be allowed for any cost or expense incurred by Buyer in the process of replacing or correcting Products delivered under this Contract unless Buyer has provided Seller with reasonable written notice, approved by an authorized representative of Seller, before any such cost or expense is incurred.

13. LIMITATION OF LIABILITY

- (a) IN NO EVENT SHALL SELLER BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE, OR PROFIT OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.
- (b) IN NO EVENT SHALL SELLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS CONTRACT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO SELLER FOR THE PRODUCTS SOLD HEREUNDER OR, AS TO SERVICES, THE AMOUNTS PAID TO SELLER FOR SERVICES PERFORMED HEREUNDER.
- (c) This limitation of liability is a material basis for the parties' bargain and reflects the bargained-for allocation of risks between Seller and Buyer, without which Seller would not have agreed to provide the Products or Services at the price charged.
- (d) Any action for breach of this Contract must be commenced within one (1) year after the cause of action accrues, and no such action may be maintained that is not commenced within such period.

14. LIMITED WARRANTY AND DISCLAIMER

- (a) Seller warrants that all Products manufactured by Seller shall, at the time of sale, comply with applicable Seller specifications, subject to tolerances and variations consistent with current trade practices and practical testing and inspection methods. All products not manufactured by Seller are sold only with the warranties provided by the manufacturer of such products, if any. SELLER MAKES NO OTHER WARRANTY WITH RESPECT TO THE PRODUCTS AND DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Seller personnel are not authorized to alter this disclaimer of warranty.
- (b) Seller will repair or replace defective or nonconforming material, or refund the purchase price, as Seller may elect, if notified in writing within one (1) year from the date of delivery.
- (c) Painted, coated, anodized, patinated, and natural metal finishes are subject to normal variation in color, sheen, and texture, including between production lots. Finishes shall be evaluated against the approved sample or color standard when viewed at a distance of ten (10) feet under normal lighting conditions. Variation within industry-accepted tolerances does not constitute a defect.
- (d) Finishes applied by third-party finishers are warranted solely by the finisher. Seller will pass through to Buyer any finisher warranty, to the extent assignable, and makes no separate warranty of such finishes.

15. INDEMNIFICATION

- (a) Subject to Article 13, each of Buyer and Seller (as an "Indemnifying Party") shall indemnify the other party (as an "Indemnified Party") from and against claims brought by a third party on account of personal injury or damage to the third party's tangible property, to the extent caused by the negligence of the Indemnifying Party in connection with this Contract. In the event the injury or damage is caused by the joint or concurrent negligence of Buyer and Seller, the loss or expense shall be borne by each party in proportion to its degree of negligence. For purposes of Seller's indemnity obligation, no part of the Products is considered third-party property.
- (b) Where Products are fabricated to drawings, specifications, or designs furnished by Buyer or by Buyer's architect or engineer, Buyer shall defend, indemnify, and hold Seller harmless from and against any claim that such Products or designs infringe any patent, trademark, copyright, trade dress, or other intellectual property right.

16. TERMINATION

In addition to any remedies that may be provided under these Terms and Conditions, Seller may terminate this Contract with immediate effect upon written notice to Buyer if Buyer: (i) fails to pay any amount when due under this Contract and such failure continues for thirty (30) days after Buyer's receipt of written notice of nonpayment; (ii) has not otherwise performed or complied with any of these Terms and Conditions, in whole or in part; or (iii) becomes insolvent, files a petition for bankruptcy, or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization, or assignment for the benefit of creditors.

17. NOTICES

All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at the addresses set forth on the face of the Contract or to such other address as may be designated by the receiving party in writing. All Notices shall be delivered by email, personal delivery, nationally recognized overnight courier (with all fees prepaid), facsimile (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Contract, a Notice is effective only (1) upon receipt by the receiving party and (2) if the party giving the Notice has complied with the requirements of this Article.

18. SEVERABILITY AND WAIVER

- (a) If any term or provision of this Contract is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Contract or invalidate or render unenforceable such term or provision in any other jurisdiction.

- (b) No waiver by Seller of any provision of this Contract is effective unless in writing and signed by Seller. Seller's failure to enforce, or delay in enforcing, any right or provision, including acceptance of a late or partial payment, shall not operate as a waiver of that or any other right or of any subsequent breach.

19. GOVERNING LAW AND VENUE

This Contract shall be governed by and construed in accordance with the laws of the State of Minnesota, without regard to its conflict-of-laws principles. Any action arising out of or relating to this Contract shall be brought exclusively in the state or federal courts located in Hennepin County, Minnesota, and each party consents to the jurisdiction of such courts.

20. COMPLETE AGREEMENT

- (a) These General Terms and Conditions constitute the entire agreement between Buyer and Seller relating to the subject matter hereof and supersede all prior and contemporaneous discussions, understandings, and agreements related to the subject matter hereof. No other terms, conditions, or understandings, whether oral or written, shall be binding upon Seller unless submitted in writing and signed by Seller's authorized representative. The current version of these Terms and Conditions is available at www.bellproarch.com/terms.
- (b) By signing and returning Seller's proposal, or by issuing a Contract, in the form of a purchase order or otherwise, to Seller on the basis of Seller's proposal, Buyer indicates its acceptance of these Terms and Conditions and agrees to be bound by them in lieu of any different or additional terms proposed by Buyer or contained in Buyer's contract.
- (c) Seller is not bound by any prime contract, subcontract, project specification, or other document between Buyer and any third party, including any flow-down, liquidated damages, warranty, insurance, or indemnity provision contained in such documents, unless Seller has expressly agreed in a writing signed by Seller's authorized representative.

21. BINDING EFFECT AND AUTHORIZED REPRESENTATIVES

- (a) This Contract and any Customer Account Agreement are made with, and bind, Buyer as a business entity, together with its successors and permitted assigns. They are not personal to any individual who signs or administers them on Buyer's behalf, and they remain in full force and effect regardless of the resignation, termination, reassignment, incapacity, or death of any such individual.
- (b) Each person who signs, places orders, approves drawings, or accepts deliveries on Buyer's behalf is deemed authorized to do so. Purchase orders, drawing approvals, change orders, and other communications received from Buyer's personnel, email domain, or purchasing systems bind Buyer until Seller receives written notice from an officer of Buyer revoking or changing that authority. A change in Buyer's personnel does not affect Buyer's obligations for orders placed, Products delivered, or amounts owed before Seller receives such notice.
- (c) Buyer shall notify Seller in writing within five (5) business days of any change in its purchasing, project, or accounts payable contacts and shall designate a replacement contact.
- (d) Buyer may not assign this Contract or any rights under it without Seller's prior written consent.