

TERMS OF SALE

1. SALE GENERALLY. “Quote” means a Quotation, sales order, or similar document provided by Core to which these Terms of Sale are attached or in which these Terms of Sale are referenced. Subject to the terms of the Quote and these Terms of Sale (collectively, this “Agreement”), Core Lumber and Rebar, LLC (“Core”) agrees to sell the goods described in the Quote (the “Goods”) to the named recipient in the Quote (“Buyer”) and Buyer agrees to pay Core the sales price in the Quote (“Price”). Buyer represents that the Goods are intended for use with the buildings or improvements undergoing construction or repair, as described in the Quote or shown in the Plans (collectively, the “Project”). No additional terms (including those that Buyer adds to the Quote, that Buyer includes in a confirmation, restrictive endorsement, specification, acceptance, communication, or purchase order) are included in this Agreement and, pursuant to TEX. BUS. & COMM. CODE (“TBCC”) §2.207(b)(1), Buyer’s acceptance of this Agreement is limited to the terms offered by Core, even if Buyer adds terms or references a confirmation, acceptance, trade custom, purchase order, communication, specification, restrictive endorsement, or similar document in the Quote (none of which are incorporated into this Agreement and all of which are rejected). If Buyer does not accept the Quote before it expires (or, if the Quote does not have an expiration, within 45 days of the date of the Quote), Core may refuse to honor Buyer’s acceptance or may accept at an increased Price to reflect increases in Core’s then-current costs or pricing for the Goods. Core may revoke or modify the Quote at any time prior to Buyer’s acceptance. Except as expressly provided herein, Buyer may not cancel this Agreement (or any part of it), return any Goods, or seek any refunds.

2. ESTIMATION. If Core provides an estimation or suggestion as to the amount of any Good necessary based on specifications, descriptions, diagrams, schematics, designs, renderings, drawings, instructions, plans, documentation, models, samples, or requirements provided by Buyer (collectively, “Plans”), Core does so as a courtesy to Buyer. Buyer acknowledges that such estimation or suggestion is inexact and the actual quantity of Goods that Buyer will need may vary significantly from the quantity estimated or suggested. **Core does not warrant or guarantee the accuracy of estimated or suggested quantities of Goods.** If Buyer needs additional Goods beyond the quantities estimated or suggested, such additional Goods will be at Buyer’s expense even if for work shown on the Plans.

3. CUSTOM GOODS. Unless specified on the Quote, Core will not deliver Goods cut to size or otherwise prepared as shown on the Plans. If Buyer requires Core to specially fabricate, combine, alter, paint, weld, manufacture, customize, build, or cut a Good to meet Buyer’s particular needs and Plans (collectively, “Custom Good”), Buyer shall provide Core, at Buyer’s expense, with copies of all Plans applicable to such Custom Good when requesting the Quote (and if Buyer fails to provide any such Plans, Core may increase the Price for such Custom Goods). Buyer shall ensure that the Plans and the description of any Custom Good in the Quote are accurate and reflect Buyer’s needs. Buyer assumes the risk that the Plans are inaccurate, whether or not Core knew of the inaccuracy. Buyer acknowledges that Custom Goods are difficult or impossible to re-sell because they are customized to meet Buyer’s particular need. Core has no duty to resell any Custom Good and Buyer shall pay for such Custom Good even if Buyer terminates this Agreement or refuses to accept such Custom Good.

4. PAYMENT. Buyer shall pay the Price and all other amounts due under this Agreement in US Dollars by check, wire transfer, or other means approved by Core, according to the following order of priority: (a) Schedule of Values submitted by Core, if any; (b) as set forth on the Quotation, if any payment terms are set forth thereon; (c) the terms stated on Buyer’s Credit Application approved by Core, if any; or (d) before delivery of the Goods and Services. Notwithstanding the foregoing, Buyer’s obligation to pay the Price is not contingent upon Buyer’s receipt of any payment from the owner of the Project or other party with whom Buyer contracted to provide labor or materials. Core may increase the Price to reflect increases in Core’s costs for the Goods which are due to causes beyond Core’s control (including currency or commodity price fluctuation, or increases in labor or material costs), changes in delivery dates, changes to the Goods requested by Buyer, or delays caused by Buyer. Core may correct typographical or clerical errors in the Quote, including those in Price. Buyer may not withhold retainage from any payment. Whenever Buyer receives a construction payment and any amount owed under this Agreement is unpaid, Buyer shall treat such construction payment as a ‘trust fund’ under TEX. PROP. CODE (“TPC”) ch. 162. If a deposit or other security is indicated in the Quote, Buyer shall pay such deposit or other security upon Buyer’s acceptance of this Agreement. Core will hold such deposit or other security without interest as security for Buyer’s performance and may commingle it with Core’s other funds, but it is not a measure, limitation, or liquidation of Core’s Damages. Core may charge Buyer a \$35.00 processing fee for any returned or dishonored checks.

5. DELIVERY; TITLE; RISK OF LOSS. If Core specifies a date on which it will deliver a Good, such date is an estimate only and does not obligate Core. Core may deliver any Good as a partial delivery. If Core is required to act within a period of time in this Agreement, Core will not be liable for delay (and such period of time to act will be extended by the duration of the delay) due to strike, lock out, natural disaster, material or labor shortage, civil unrest, theft, shipping delay or failure, utility failure, embargo, delay by a governmental body, terrorism, supplier default, and other causes beyond Core’s reasonable control. Otherwise, time is of the essence for all matters in this Agreement. Core shall deliver the Goods and pass the risk of damage or loss to Buyer on an Ex WORKS (Incoterms® 2010) basis at Core’s premises, despite any Services that Core provides. “Services” may include: (a) the transportation, shipping, carriage, logistics, storage, or handling of Goods; (b) any estimation, recommendation, or suggestion, as to the quantity or type of Goods needed for the Project; and (c) any testing or preparation of shop drawings related to any Goods.

6. TAXES. Buyer shall pay all taxes (including sales, value added, use, excise, inspection, privilege, ad valorem, or gross receipts), assessments, duties, export and import clearances, charges, and fees related to the Goods. If Core pays such amounts on behalf of Buyer, Buyer shall reimburse such amounts. The Price does not include such amounts unless the Quote explicitly states otherwise. If Buyer is reselling the Goods (or sales tax is otherwise not required for Buyer’s purchase of the Goods), Buyer shall notify Core prior to the issuance of the Quote and shall promptly provide Core with adequate documentation indicating that no such sales tax is required.

7. DEFAULT. If any of the following occur or if Core believes that any of the following will occur, Buyer will be in default under this Agreement: (a) Buyer fails to timely pay the Price or any other amount owed to Core; (b) Buyer fails to perform any covenant of Buyer or otherwise breaches this Agreement; (c) Buyer or its Affiliates breaches any other agreement with Core or its Affiliates; (d) a representation or warranty of Buyer is untrue; (e) Buyer fails or refuses to take delivery of a Good, unless permitted under this Agreement; (f) Buyer breaches an original contract or subcontract pertaining to construction or repair of the Project, or any such original contract or subcontract otherwise terminates; or (g) Buyer: (i) makes a transfer in fraud of or for the benefit of a creditor; (ii) is bankrupt or insolvent; or (iii) is (or any of its assets are) subject to a bankruptcy, insolvency, receivership, reorganization, attachment, foreclosure, garnishment, trusteeship, liquidation, or custodianship.

8. REMEDIES. If Buyer is in default under this Agreement, Core may do one or more of the following: (a) terminate this Agreement; (b) seek specific performance or injunctive relief (without the need to prove the inadequacy of other remedies or irreparable harm, and without posting bond or security); (c) withhold delivery of any Goods; (d) offset any outstanding sum by any sum Core owes to Buyer; (e) for any refused or undelivered Goods, require Buyer to pay the Price for such Good, less Core’s cost of goods sold; or (f) exercise any other right or remedy at Law, in equity, in this Agreement, or in any other agreement between the parties. If Core commences or defends a Claim against Buyer, or if Core otherwise seeks to enforce this Agreement or exercise its remedies, Buyer shall pay all attorneys’ fees and Damages incurred by Core in connection therewith. If Core waives or consents, express or implied, to an act or to a breach or term of this Agreement, Core does not thereby waive or consent to a subsequent occurrence or any other act, breach, or term. If Core fails to promptly declare a default or to act, Core does not waive such default or right to act.

9. LIEN RIGHTS. Buyer acknowledges, with regard to the Project, that the Goods are ‘materials’, that Custom Goods are ‘specially fabricated materials’, and that Core is a ‘materialman’ and ‘specially fabricates material, or furnishes labor or materials for construction or repair of a house, building, or improvement’, as those terms are used in TPC ch. 53. Buyer represents that Buyer either owns the Project or labors, specially fabricates material, or furnishes labor or materials under or by virtue of a contract with the owner of the Project or such owner’s agent, trustee, receiver, contractor, or subcontractor. Core hereby requests and Buyer shall provide all applicable information described in TPC §53.159. If Buyer fails to timely pay Core, in addition to its other remedies, Core may claim a mechanic’s lien and exercise its rights under TPC ch. 53. In addition to its other liens (including those arising at Law), to secure payment and performance of Buyer’s obligations in this Agreement, Buyer hereby grants Core a first lien and purchase money security interest pursuant to TBCC ch. 9 in the Goods (and all accessions, proceeds, or products thereof now or hereafter existing) wherever

located. Buyer shall notify Core of changes in Buyer's name, primary location, or organizational type or jurisdiction, or in the location of any collateral.

10. NON-CONFORMITY; NO WARRANTY; RELIANCE. Buyer shall inspect the Goods upon delivery before any use or further shipment. Buyer shall notify Core of any shortage, defect, error, or non-conformity in writing at the time of delivery, and if Core agrees that a shortage or error exists or that the Goods are defective or non-conforming, Core will either replace such Goods or refund the Price of such Goods, as Buyer's sole and exclusive remedy. If Buyer fails to timely notify Core, Buyer accepts the Goods without qualification and waives all Damages and Claims for refund or return, or due to non-conformity, shortage, error, or defect. Buyer waives any right under TBCC §2.205 or to revoke acceptance under TBCC §2.608. Except as provided in this Section, Buyer accepts all Goods and Services "AS IS" and "WITH ALL FAULTS". Except as provided in this Section, Core disclaims all, and makes no, representation, guarantee, warranty, or promise, express or implied, written or oral, regarding all Goods and Services, including those arising from the TBCC, the TPC, the TEX. CIV. PRAC. & REM. CODE, course of dealing, or trade usage, and including any implied warranty of suitability, title, merchantability, good and workmanlike quality, accuracy, adequacy, completeness, feasibility, or fitness for a particular purpose or use. Except as provided in this Section, Core disclaims any warranty that the Goods, any Services, or any use thereof: (a) are suitable, adequate, or safe for use in the Project; (b) conform with any Plans or applicable Law; or (c) are free from irregularity, error, shortage, mold or mildew, failure, non-conformity, defect, fault, weakness, flaw, or deficiency. Core disclaims any warranty that the Plans or any information or document prepared by third parties are safe, complete, accurate, or compliant with applicable Law. Buyer understands that neither Core nor its Affiliates are engineers, architects, or similar professionals, that Buyer should have any shop drawing, plan, specification, guarantee, schematic, or other document prepared by Core or its Affiliates inspected and verified by an appropriate, licensed professional, that Core cannot stamp or seal them for submission to a governmental body, that Core is not liable for any Damages resulting from a mistake, deficiency, error, or defect related to them, and that Core disclaims any warranty regarding their accuracy, adequacy, correctness, completeness, suitability, feasibility quality, or design. Buyer represents that neither Core nor its Affiliates have made any written or oral recommendation, statement, guarantee, warranty, representation, or promise not contained in this Agreement, nor has Buyer relied on any of them; and that Buyer relied solely on its own expertise and investigation in making this Agreement. Buyer waives all right to rely on any written or oral representation, guarantee, warranty, recommendation, promise, or statement by Core or its Affiliates not contained in this Agreement.

11. LIMITATION ON LIABILITY. Notwithstanding anything in this Agreement to the contrary, Buyer hereby waives all right to punitive, treble, indirect, exemplary, special, enhanced, statutory, non-economic, consequential (whether for cost of substitute equipment, facilities, or Services; damage to other equipment; loss of opportunity, profit, use, or savings; or otherwise), and equitable damages against Core and its Affiliates arising out of or related to this Agreement, the Goods, or any Services. Notwithstanding anything in this Agreement to the contrary, Core and its Affiliates are not liable for, and Buyer bears sole risk for, all Claims and Damages that arise from or relate to: (a) Core's choice third party Service provider; (b) any customization, alteration, attachment, storage, or fabrication of any Goods, unless done by Core; (c) a Service provider's act or omission; (d) Core's coordination, provision, or resale of any Service, or its quality or condition; (e) any matter for which Buyer must indemnify Core, Core has disclaimed any warranty, or Buyer has assumed risk or Damages, by contract or otherwise; or (f) occurrences after delivery or passage of risk of loss to Buyer. The maximum aggregate Damages related to this Agreement, the Goods, and the Services for which Core and its Affiliates may be liable is limited to the amount that Buyer actually pays Core under this Agreement.

12. INDEMNITY. Buyer shall indemnify, defend, and hold harmless Core and Core's Affiliates from all Damages and Claims related to one or more of the following: (a) Buyer's performance or breach of this Agreement; (b) the negligence, gross negligence, recklessness, malfeasance, strict liability, or intentional act of Buyer or its Affiliate; (c) any representation or warranty being untrue; (d) any violation of Law by Buyer or its Affiliate; or (e) Buyer's or its Affiliates' use, resale, modification, transportation, or installation of any Good. Buyer's obligation to indemnify, defend, or hold harmless applies if an allegation in a Claim appears to pertain to an indemnified item enumerated above, regardless of how groundless, defective, untrue, or legally unsound such allegation appears, regardless of the strict liability or sole, comparative, contributory, concurrent, or joint negligence of the indemnified party, regardless of insurance coverage, regardless of whether the Claim is decided on its merits, decided on procedural grounds, settled, or otherwise disposed, and regardless of how or whether fault is designated, except to the extent prohibited by TEX. CIV. PRAC. & REM. CODE ch. 130 or TEX. INS. CODE ch. 151. Buyer may not settle, compromise, or admit fault for any indemnified Damage or Claim without Core's consent. The duty to defend continues through final resolution of a Claim, permits an indemnified party to select its counsel, and includes prompt payment of such counsel's fees and other Damages related thereto on request, whether as an advancement, reimbursement, or payment, without more than a summary invoice. Buyer waives all subrogation rights against Core or its Affiliates, or in favor of an insurer or third party.

13. INTERPRETATION. Defined nouns have comparable meaning in the plural or singular form. Headings and titles in this Agreement are for convenience only and do not modify the provisions headed or titled. Unless expressly stated otherwise, "includes" (and its variants) and other terms of specific enumeration are illustrative, non-exclusive, and not limited by or to the items that follow them. Unless used in the negative, "may" is permissive and does not obligate the party to perform. Unless expressly stated otherwise, "or" is not exclusive. Reference to a Law includes all amendments, supplements, and successors to that Law. This Agreement will be construed without any presumption or rule against the drafting party. If a provision in this Agreement is invalid or unenforceable, that provision will be construed, modified or, if necessary, severed, to the extent necessary to become valid and enforceable.

14. MISCELLANEOUS. Buyer shall execute all further instruments and take all further action necessary to carry out the intent of this Agreement. Sections 10, 11, and 12 survive the termination of this Agreement. Buyer may not assign this Agreement. Other than Core's Affiliates, no third parties are beneficiaries of this Agreement. **The parties shall bring all Claims related to this Agreement or the matters contemplated by this Agreement in Harris County, Texas. The parties designate the Laws of Texas for interpreting and enforcing this Agreement and for governing all matters and Claims arising out of the transactions contemplated by this Agreement.** Any party sending a notice shall do so in writing by hand delivery, by email, by fax, or by mail (if sent postage prepaid, registered or certified, and return receipt requested) to the address of the receiving party in this Agreement (or another address that the receiving party designates by notice). Notice is effective when sent.

15. CERTAIN DEFINITIONS. "Affiliate" means a partner, member, shareholder, director, officer, manager, employee, trustee, contractor, supplier, customer, licensee, lessee, lessor, invitee, personal representative, successor, assign, agent, owner, subsidiary, entity under common control, or affiliate, but Core and Buyer are not Affiliates of each other. "Claim" means a suit, grievance, proceeding, dispute, investigation, controversy, appeal, inquiry, claim, subpoena, hearing, demand, cause, adjudication, summons, action, charge, injunction, trial, order, review, or legal process, whether or not: (i) formal; (ii) substantive or procedural; (iii) conducted before or by a governmental body; or (iv) criminal, civil, judicial, cooperative, arbitral, prosecutorial, investigative, adjudicative, administrative, appellate, legislative, ministerial, mediative, or adversarial in nature. "Damage" means all of the following, whether fixed, speculative, or contingent, whether or not liquidated, whether or not known, and whether arising at Law, in equity, in contract, or in tort: (Y) damages of any type, including economic, non-economic, punitive, direct, indirect, enhanced, statutory, treble, actual, equitable, exemplary, contractual, special, and consequential damages; and (Z) any other charge, remedy, liability, payment, judgment, loss, relief, deductible, compromise, award, expense, settlement, tax, assessment, obligation, attorneys' fee (whether advanced, paid, or reimbursed), debt, fine, penalty, harm, injury, fee, or cost. "Law" means a law, ordinance, regulation, constitution, statute, opinion, requirement, order, ruling, code, decision, treaty, convention, common law, or rule imposed or enforced by a governmental body.