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BRD Terms & Conditions

Prices are Valid 30 Days from Quoting

BRD NOISE AND VIBRATION CONTROL, INC.

Global Terms and Conditions of Sale

1. **APPLICABILITY:** These Global Terms and Conditions of Sale (these "Terms") apply to and govern the sale and provision of all products and services (individually and collectively the "Products") by Seller to the buyer identified in the Sales Documentation ("Buyer"), irrespective of whether the Sales Documentation constitutes an offer to Buyer or an acceptance of Buyer's order or prior offer. For purposes of these Terms, "Sales Documentation" shall mean, individually and collectively, any quotes, credit applications, proposals, purchase orders, Orders (as defined herein), order acknowledgements, invoices, and other sales documents prepared by Seller, to which these Terms accompany or into which these Terms are incorporated by reference.

2. **OFFER; ACCEPTANCE; MODIFICATION:** By signing and returning Seller's quote or proposal, submitting a credit application to Seller, sending a purchase order to Seller, instructing Seller to ship or provide any Product, or otherwise accepting an offer or Product from Seller, Buyer agrees to be bound by these Terms, together with all other applicable terms and conditions contained in the Sales Documentation, unconditionally and in their entirety. All Product orders and any ancillary agreements between Buyer and Seller (individually and collectively, "Orders") are at all times subject to final credit approval of Buyer, final acceptance by Seller, and, when applicable, approval by Seller's manufacturers, vendors, or other third parties that provide goods or services to Seller for resale (each a "Vendor" and collectively the "Vendors"). Seller expressly rejects and shall not be bound by any offer or acceptance by Buyer, whether oral or written, in which contains, incorporates, or is conditioned on any additional, deleted, conflicting, modified, or otherwise inconsistent terms or conditions from those terms and conditions contained in the Sales Documentation and these Terms, unless Seller specifically references and agrees to such terms and conditions in writing. Any failure by Seller to expressly object to any such additional, deleted, conflicting, modified, or otherwise inconsistent terms or conditions shall not constitute or be construed as Seller's agreement or consent to such terms and conditions. For the avoidance of doubt, the employees, contractors, or agents of Seller are not authorized to modify these Terms or the Sales Documentation verbally.

3. GENERAL TERMS AND CONDITIONS

(a) **PRICE:** All prices for the Products are F.O.B. Seller's plant unless otherwise specifically set forth in the Sales Documentation. All prices quoted, proposed, or stated in the Sales Documentation are subject to change without notice to Buyer in the event of: (i) alterations in specifications, quantities, designs, or delivery schedules; (ii) increases in the cost of fuel, power, material supplied, or labor when delivery dates exceed three (3) months beyond the order date; or (iii) foreign or domestic legislation enacted by any level of government, including tax legislation which increases the cost of producing, warehousing or selling the Products. The prices for the Products will not be discounted unless specifically set forth in the Sales Documentation. Seller shall not be required to meet any bonding or insurance requirements, unless otherwise agreed to by Seller in writing. Seller may send invoices to Buyer via email or other electronic methods. Buyer

shall provide Seller with the email address and contact information for the representative(s) authorized to receive electronic invoices in PDF format via email on behalf of Buyer.

(b) **TAXES & ADDITIONAL IMPOSED FEES:** Any use tax, sales tax, excise tax, duty, custom, inspection or testing fee, or any other tax, fee, or charge of any nature whatsoever imposed by any governmental authority, on or measured by the transaction between Seller and the Buyer shall be paid by Buyer in addition to the price quoted or invoiced if not already expressly included in the quote or invoice. Seller is licensed to collect sales and use taxes in most United States taxing jurisdictions. Buyer must submit tax-exempt documentation with the Orders to support any claims for tax exemption. Without such proper documentation from the Buyer, Seller will collect and remit sales and use taxes. Buyer shall provide Seller with the email address, phone number, and other contact information for the representative(s) expressly authorized to discuss sales tax, invoicing, and collection matters on behalf of Buyer.

(c) **PAYMENT TERMS:** Standard payment terms of Net 20 Days apply to all invoices. Invoicing shall be done upon shipping of materials, or if and when applicable, upon completion of installation by Seller. Seller may apply payments to any outstanding invoices unless Buyer provides specific payment direction. Deposit or progress payments may be required as specified in the quote or other Sales Documentation. Open account credit is subject to Seller's approval and may require submission of credit application. Retainage shall not apply, and Buyer shall not hold back any retainage from Seller, regardless of whether retainage is part of any contract between Buyer and any other party. Payment is not contingent on Buyer's ability to collect or obtain funds from any other party. Buyer expressly represents and warrants that it is solvent at the time it places any Orders with Seller. Seller, in its sole discretion, may determine that Buyer's financial condition requires full or partial payment prior to manufacture, shipment, or provision of the Products. Seller may obtain and use your credit history for credit evaluation purposes. Seller reserves the right to withhold delivery of the Products if Buyer's accounts are not current or overdue invoices are not paid in full.

(d) **METHOD OF PAYMENT:** Except for pre-approved credit arrangements, Seller will reject payment by third parties, cashiers' checks, money orders and bank drafts. Seller accepts only checks imprinted with Buyer's name; wire, and ACH transfers originated in Buyer's account; letters of credit with Buyer as account party; and credit or debit cards in Buyer's name. Seller will add an additional 2% for all credit card payments processed by Seller. All payments must be made by a single instrument in the amount of the invoice plus charges or interest, less credits, from banks acceptable to Seller.

(e) **ADEQUATE ASSURANCE:** If Seller, in its sole discretion, determines at any time that Buyer's credit worthiness or ability to pay is or becomes unsatisfactory, Seller reserves the right, upon notice to Buyer, to demand adequate assurance of due performance from Buyer and/or terminate any and all agreements or orders between Buyer and Seller without liability or further obligation to Buyer.

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(f) **COMPLIANCE WITH LAWS:** As a condition of all Orders, Buyer represents, warrants and agrees that Buyer shall be bound by, and comply with, all applicable federal, state, and local laws, rules, regulations, ordinances, and orders (collectively, "Laws"), including, but not limited to, all Laws relating to anti-money laundering, anti-bribery, and anti-corruption. Seller reserves the right to reject any Orders or payments and/or terminate any agreement with Buyer if Seller suspects or determines, in Seller's sole discretion that Buyer is in violation of any Laws.

(g) **TITLE AND RISK OF LOSS OR DAMAGE:** All sales are F.O.B. Seller's plant and Buyer takes title and assumes responsibility for risk of loss or damage at the point of shipment for such sales. Any and all claims for Products damaged in transit are Buyer's sole responsibility.

(h) **TERMINATION, CANCELLATION AND CHANGES:**

(i) All Orders accepted and approved by Seller may only be terminated, cancelled or modified, or shipment deferred with Seller's prior written consent. Termination or cancellation by Buyer will be subject to reasonable charges for expenses incurred and work executed by Seller or its suppliers, plus an engineering fee equal to twenty percent (20%) of the total price of the Order. Buyer shall be obligated to accept all Products shipped or delivered by Seller unless or until Seller provides Buyer with written approval of cancellation.

(ii) Any material deviations or changes to the Products described and set forth in the Order and Sales Documentation must be agreed to by Seller and Buyer in writing. Seller, in its sole discretion, may treat any significant reduction in the scope of an Order by Buyer after Seller's final approval of the Order as a termination or cancellation of the Order, subject to Buyer's payment of all reasonable charges for expenses incurred and work executed by Seller or its suppliers, plus an engineering fee equal to twenty percent (20%) of the total price of the original Order. Buyer shall be responsible for any increase in costs that result from delays while processing any change requests.

(i) **ASSIGNMENT:** These Terms and all Sales Documentation shall be binding upon and shall inure to the benefit of the successors and permitted assigns of Buyer and Seller. Buyer may not assign, whether in writing or orally, or encumber its rights, interests, or obligations under these Terms or any Sales Documentation or permit the same to be transferred, assigned or encumbered by operation of law or otherwise, without the prior written consent of Seller. Buyer expressly agrees that this Agreement may be assigned, transferred, or sold as part of a transfer or sale of Seller's business or portion thereof without Buyer's consent.

(j) **DELIVERY & SHIPPING:**

(i) Seller will deliver the Products within a reasonable time after receiving and approving an Order, subject to the Products availability as determined by Seller. The delivery date provided by Seller for the Products is only an estimate and is based upon prompt receipt of all necessary information from Buyer. If Buyer causes or requests Seller to delay shipment after

completion of the Products, Seller will be entitled to any and all extra costs and expenses resulting from the delay. Products maintained in Seller's warehouse will be assessed a Ten Dollar (\$10) per day per skid fee until Products ship. Seller will not be liable for any delays, loss, or damage in transit; failure to deliver within the time estimated will not be a material breach of contract on Seller's part.

(ii) Unless otherwise agreed in writing by the parties, Seller will deliver the Products Ex Works, as that term is defined in Incoterms® 2010, at the location specified in the Sales Confirmation (the "Ship-to Location"), using Seller's standard methods for packaging and shipping. If Buyer fails to take delivery of the Products in accordance with the scheduled delivery date or Ship-to Location, Buyer will pay Seller for the Products and all storage expenses incurred by Seller. Seller may, in its sole discretion, without liability or penalty, make partial shipments of Products to Buyer. Each shipment will constitute a separate sale, and Buyer will pay for the units shipped whether the shipment is in whole or partial fulfillment of Buyer's purchase order. Buyer is responsible for obtaining any permits, licenses, consent, or approvals required for shipment and receipt of the Products at its own expense, and will provide such permits, licenses, consents, and/or approvals to the Seller before shipment. Any required equipment or equipment rental fees for unloading the product upon arrival is not included unless specifically included in Sales Documentation.

(iii) The quantity of any installment of the Products, as recorded by Seller on the dispatch from Seller's place of business, is conclusive evidence of the quantity received by Buyer upon delivery, unless Buyer provides conclusive evidence to the contrary. Seller will not be liable for any non-delivery of the Products to the Ship-To Location, unless Buyer gives written notice to Seller of the non-delivery within five (5) days following the date that Buyer would, in the ordinary course of business, have received the Products. Seller's liability for any non-delivery of the Products will be limited to replacing the Products within a reasonable time or adjusting the invoice for the Products to reflect the actual quantity delivered.

(k) **FORCE MAJEURE:** Notwithstanding anything in this Agreement to the contrary, Seller shall not be liable or responsible to Buyer, nor shall Seller be deemed to have defaulted under or breached these Terms or any Sales Documentation, for any failure or delay in fulfilling or performing any obligation of Seller, 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, the following defined force majeure events ("Force Majeure Events"): (a) acts of God; (b) flood, fire, or earthquake; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (d) compliance in good faith with any government order, law, or action; (e) embargoes or blockades in effect on or after the date of this Agreement; (f) national, state, or local emergency; (g) strikes, labor stoppages or slowdowns, or other industrial disturbances; (h) pandemic, epidemic, outbreak of infectious disease or any other public health threat or emergency, including quarantine; (i) transportation delays; (j) insolvency or other inability to perform by any Vendor or other third party; (k) commercial impracticability or (l) any other event beyond the reasonable control of Seller. Upon the occurrence of a Force Majeure Event, the time required for performance of Seller's obligations shall be extended for a period equal to the period of interruption caused by the Force Majeure Event.

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(i) **NON-PAYMENT:** If Buyer fails to make any payment when due, Seller reserves the right to suspend performance and/or terminate any Order. Buyer agrees to pay a charge on all amounts past due at the rate of one and one-half percent (1.5%) per month (18% per year) or the maximum lawful rate, whichever is less. In the event of non-payment, Buyer agrees to pay Seller's reasonable collection costs, attorney fees, and court costs, if any, incurred by Seller to collect payment, and all applicable interest charges.

(m) **NON-CONFORMING PRODUCTS:** In the event any Products do not conform to the specifications set forth in the Sales Documentation, Buyer must notify Seller, in writing, within ten (10) days of Buyer's receipt of such Products and must state with particularity all material facts concerning the claim then known to Buyer. Failure by Buyer to give notice within such ten (10) day period shall constitute an unqualified acceptance of such Products by Buyer, and a waiver of any right to reject or revoke acceptance of such Buyer.

(n) **WARRANTY; LIMITATIONS OF LIABILITY:**

(i) Seller shall, as Buyer's sole and exclusive remedy and at Seller's option, replace, repair, or without replacement or repair, refund payment for any Product sold to Buyer, which, if properly used and stored and not altered by Buyer, proves defective in workmanship or material within thirty (30) days from the date of delivery to Buyer. Any Product returns are FOB the plan and require Seller's prior written approval. Products returned to Seller prior to Seller providing prior written approval will not be accepted as valid returns under this Section. Transportation costs are not included and must be prepaid by Buyer. Seller, at its option, may require that Seller render evidence of the delivery date on which the Products were furnished. Seller is not liable for any labor incurred by Buyer or any other third party contracted by Buyer to remove or reinstall any Products.

(ii) Buyer shall be solely responsible for the selection and specification of Products suitable and appropriate for Buyer's intended use, regardless of whether Buyer has informed Seller of such intended use. By placing an Order, Buyer represents and warrants that Buyer has determined, in Buyer's sole judgment, that the Products are suitable for Buyer's intended use.

(iii) EXCEPT FOR THE WARRANTY OF SELLER EXPRESSLY SET FORTH ABOVE, SELLER MAKES NO OTHER WARRANTY WHATSOEVER WITH RESPECT TO THE PRODUCTS, WHETHER EXPRESS OR IMPLIED, WHETHER OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE; HIDDEN OR LATENT DEFECTS, OR AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE. SELLER SHALL NOT BE BOUND BY ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, MADE BY ANY REPRESENTATIVE OR AGENT OF SELLER THAT IS NOT EXPRESSLY STATED IN THESE TERMS SHALL NOT BE BINDING UPON SELLER.

(iv) 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 OR WHETHER SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY REMEDY OF ITS ESSENTIAL PURPOSE. WITHOUT LIMITING THE FOREGOING, IN THE EVENT SELLER IS FOUND LIABLE TO BUYER, SELLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THESE TERMS, SALES DOCUMENTATION, AND THE PRODUCTS, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, SHALL NOT EXCEED THE TOTAL OF THE AMOUNTS PAID TO SELLER BY BUYER FOR THE PRODUCTS.

(o) **NO WAIVER; AMENDMENT:** Forbearance or failure of Seller to enforce any of the terms and conditions stated herein, or to exercise any right accruing from default of Buyer, shall not affect or impair Seller's rights arising from such defaults; nor shall forbearance or failure be deemed a waiver of Seller's rights in case of any subsequent default of Buyer. No modification or amendment of these Terms shall be of any force and effect unless in writing and signed by Buyer and Seller.

(p) **SEVERABILITY:** Whenever possible, each provision of these Terms and the Sales Documentation shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of these Terms or the Sales Documentation is held invalid or unenforceable, the remainder of these Terms and the Sales Documentation shall nevertheless remain in full force and effect and the invalid or unenforceable provision shall be replaced by a valid or enforceable provision.

(q) **GOVERNING LAW:** This Agreement shall be construed in accordance with and governed by the laws of the Commonwealth of Pennsylvania without regard to its conflict of law provisions. All actions or proceedings arising directly or indirectly under these Terms or the Sales Documentation or are otherwise relating to the Products shall be brought only in the state or federal courts located in Northampton County, Pennsylvania. Buyer and Seller hereby consent to the jurisdiction and venue of such courts.

(r) **INDEMNIFICATION:** Buyer shall defend, indemnify and hold harmless Seller and its respective officers, directors, employees, contractors, representatives, shareholders, agents, successors and assigns (individually and collectively, "Seller Parties") from and against any and all losses, damages, claims, liabilities and expenses (including reasonable attorney's fees) which may be suffered or incurred by Seller or Seller Parties arising from or in connection with:

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(i) the negligence or willful misconduct of Buyer or its employees, contractors, or agents; (ii) Buyer's misuse of the Products or failure to use or store the Products in accordance with any written instructions of Seller or the Vendors; (iii) damaging, tampering, or altering the Products by Buyer or any other party other than Seller, its employees, agents, or contractors; (iv) any breach by Buyer of these Terms or the Sales Documentation; (v) any act or omission of Buyer or its employees, contractors, or agents in violation of applicable Laws; (vi) any claim of patent, trademark, trade name, trade secret or copyright infringement arising out of the preparation, manufacture, processing, performance, or sale relating to any order, specification or instruction of Buyer. Buyer shall notify Seller within five (5) business days of Buyer's receipt or knowledge of any accident or incident involving the Products in which results in personal injury or damage to person or property, or is threatened to result in such injury or damage, and Buyer shall fully cooperate with Seller in the investigation and determination of the cause of such accident or incident and shall make available to Seller all evidence, documentation, data, statements, reports, and tests made by Buyer or at Buyer's request by others, or made available to Buyer by others. The furnishing of such information and notice to Seller shall not in any way constitute any assumption of any liability for such alleged accident or incident by Seller.

(s) **INTELLECTUAL PROPERTY:** Except as may be contained in a separate license agreement between Buyer and Seller, the sale of the Products (even if accompanied by documents using a trademark or trade name) does not convey or grant any license to Buyer, express or implied, to use any of Seller's trademarks, service marks, trade names, patents, copyrights, trade secrets, or any other intellectual property of Seller or its affiliates. For the avoidance of doubt, "Hush Quilt," "Hush Block," "Hush Screen," "Hush Sealant," "Hush Cover," "Hush Flex," "Hush Guard," "Hush Wall," "Hush Float," "Hush Joint," "Hush Mount," "Hush Duct," "Hush Liner," "HushCore," and "Hush Wrap" are all trademarks or service marks owned and used by Seller.

(t) **CONFIDENTIALITY:** Buyer and Seller acknowledge that each may receive certain confidential or proprietary technical and business information and materials of the other in connection with the manufacture, sale, provision, or installation of the Products ("Confidential Information"). Buyer and Seller, and their respective employees, contractors, and agents, shall hold and maintain in strict confidence all Confidential Information, shall not disclose Confidential Information to any third party, and shall not use any Confidential Information except as may be necessary to perform its obligations under these Terms and the Sales Documentation, except as may be required by a court or governmental authority. Notwithstanding the foregoing, Confidential Information shall not include any information that is in the public domain or becomes publicly known through no fault of the receiving party, or is otherwise properly received from a third party without an obligation of confidentiality.

(u) **NOTICES.** Any notice required to be given under these Terms shall be in writing and sent by nationally recognized overnight courier or by certified mail, return receipt requested, postage prepaid, to Seller at its current office address, or to Buyer at the address listed for Buyer in the Sales Documentation.

(v) **INDEPENDENT CONTRACTORS:** Seller and Buyer are independent contractors and are not partners, master/servant, principal/agent or parties to any similar legal relationship with respect to the transactions contemplated hereunder or otherwise. No fiduciary, trust or advisor relationship, nor any other relationship imposing vicarious liability, shall exist between the parties and neither party shall have the authority to bind the other party in any manner whatsoever.

(w) **ENTIRE AGREEMENT; INTERPRETATION:** Upon Seller's acceptance of an Order from Buyer, the terms and provisions set forth in these Terms and the related Sales Documentation shall constitute the entire agreement between Buyer and Seller. The numbering and captions of the various sections are solely for convenience and reference only and shall not affect the scope, meaning, intent or interpretation of the provisions of these Terms, nor shall such headings otherwise be given any legal effect. To the extent that any terms in the Sales Documentations conflict with these Terms, the terms contained in the Sales Documentation shall control and prevail.

5. ORDER PROCESSING; SHIPPING; INSTALLATION

(a) **PRODUCTION TIMELINES:**

(i) Unless otherwise specified in the Sales Documentation, the turnaround time on production is approximately ten to twelve (10-12) weeks from the date all of the following are completed: (1) Seller's accepts the Order, (2) Seller conducts and completes field engineering (if required), and (3) Seller receives all required deposits, information, and materials requested from Buyer.

(ii) Drawings and submittals for accepted sales confirmations are generally available one (1) to two (2) weeks after completion of field engineering (if required) and/or receipt of all Buyer-supplied data such as physical dimensions, weights, site layouts, etc. Any delays by Buyer in providing any requested documentation or access to the equipment or site will not result in breach of contract and may result in additional charges to Buyer.

(iii) Expedited options are available on most Products. The timetable for expedited manufacturing begins only after we receive a written release, all information for fabrication, necessary equipment dimensions/drawings, color selection, has been received and deposit invoices paid.

(iv) All estimated and/or quoted lead times are based on production averages and are provided for general information purposes only. These times are not guaranteed and are subject to change. Lead times will vary depending on manufacturing loads at the time the project is released to production. Delays can occur due to material deliveries or a variety of other unforeseen circumstances. Buyer shall not schedule site crews until after Products have been received; Seller will not be responsible for additional site costs if crews or equipment are scheduled prior to arrival of Products. Orders are not scheduled or manufactured, and materials are not reserved or purchased, until Seller accepts the Order and receives any and all required deposits.

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(b) EQUIPMENT/INSTALLATION SCHEDULING: Buyer shall not attempt to schedule a crane and/or rooftop lift Products until Seller has received the Products. The trucking company will call the delivery point of contact provided, at least forty-eight (48) hours prior to delivery. Seller will not be responsible for crane fees or additional delivery fees for refused Products. Buyer is solely responsible for coordinating with other trades to ensure that installation is not delayed. Incremental costs associated with delays caused by other trades will be invoiced at cost to Buyer. Additional fees or charges may also apply and will be invoiced to Buyer in the event: (i) any material or Products cannot be shipped directly to the site and must be stored off-site and transported to the job by Seller; (ii) any Products must be re-engineered to accommodate clearance and obstruction issues. All additional fees and charges will be invoiced to Buyer; and/or (iii) Seller is required to make return trips to the site due to conditions or other delays not caused by Seller.

(c) INSTALLATION SERVICES.

(i) Seller's installation services include only the installation of the Products and do not include pneumatic, electrical, and/or other additional work. If such pneumatic, electrical, or other work is requested by Buyer, such work will be quoted separately (if requested) and must be reflected in the Sales Documentation. If Seller is providing only installation supervision to Buyer, Buyer is solely responsible for supplying the required labor crew, tools, and equipment to complete the installation. All training sessions for the Seller installation team shall take place on the first day of work and shall be of duration no greater than sixty (60) minutes. An extra charge will be applied for site or off-site training needs in excess of these requirements. For purposes of these Terms, any reference to "site" or "work site" shall mean the property where Seller is to deliver or provide the Products.

(ii) Buyer is solely responsible for ensuring that Seller has adequate, safe, and proper access to the site. Buyer shall furnish to Seller all necessary facilities, adequate space for storage and handling of materials, electrical power, lighting, and ventilation as necessary to complete the installation and any other services. Seller reserves the right to refuse to provide and/or reschedule installation or other services in the event Seller determines, in its sole discretion that an unsafe or otherwise dangerous condition exists in or around the work site. Drug testing, background checks and other Buyer or site-specific requirements for Seller's employees and contractors will be provided upon request as a pass-through cost to Buyer.

(iii) Seller's bid, quote, or proposal for installation work is not based on prevailing wage unless otherwise specified in the Sales Documentation. The installation price set is based on a non-union crew working straight time during normal business hours, unless otherwise agreed to by Seller in writing. Additional fees or charges may apply for any overtime requested by Buyer. Notwithstanding, Seller reserves the right to work overtime hours at no added cost.

(iv) Seller reserves the right to sub-contract installation labor.

(v) Buyer shall provide dumpsters or containers within a reasonable distance from the installation area for Seller to deposit debris.

(iv) If Buyer supplied lifts and cranes are referenced in the Sales Documentation, Buyer is solely responsible for ensuring such equipment meets the weight and height requirements of the project.

(d) SPECIFIED EXCLUSIONS & NOTES

(i) All costs for tax, freight, installation labor, and installation material (such as mechanical fasteners, adhesives, mounting anchors, etc.) are not included in the price of the Products and are the responsibility of Buyer, unless otherwise provided in the Sales Documentation.

(ii) International shipments are FOB Seller's Plant. Any costs for export packaging and special shipping, tagging, labeling, or other services beyond the scope of the Sales Documentation will be invoiced to the Buyer as incurred.

(iii) Any quoted freight costs do not include customs fees, tariffs, tax, etc. Seller will complete applicable international delivery forms and customs invoices and forward to Buyer with the Bill of Lading at time of shipment. Seller is not responsible for customs clearance and related fees. Shipping coordination and customs for deliveries outside of the United States shall be the Buyer's responsibility.

(iv) When stated in Sales Documentation, Buyer will supply dynamic and static loads/reactions at baseplate locations for barrier walls and enclosures. Buyer is responsible to have the building engineer of record confirm suitability of existing structures to handle structural loads.

(v) Rooftop systems require foundations/dunnage provided by the Buyer or their representative that are suitable for the loads imposed.

(vi) On-grade systems require concrete foundations provided by the Buyer or their representative that are suitable for the loads imposed.

(vii) The cutouts for most enclosure penetrations will be done by the installing contractor in the field and depending on the Products and Buyer's specific application. Buyer should consult with Seller prior to installation if Seller is not the installer.

(viii) Buyer is solely responsible for obtaining all permits, zoning approvals, licenses, and other governmental approvals at Buyer's sole cost.

(ix) Buyer's attempts to modify or supplement these Terms and the Sales Documentation may result in additional fees to Buyer for legal, accounting, and/or insurance requirements, as determined by Seller.

Agreed and accepted by:

Buyer: _____

By: _____

Name:

Title:

Date: _____