

SALES TERMS

All quotes by, orders to, and sales by Fulcrum Building Group, LLC (“Seller”) are subject to and governed by the following terms and conditions (“Sales Terms”). The customer/buyer (“Buyer”) agrees to be bound by these Sales Terms by ordering and/or purchasing any lumber, hardware, millwork, doors, windows, trusses, or any other goods, products, materials or services (hereafter collectively “Goods”) from Seller.

1. Force Majeure. Delay in delivery or non-delivery in whole or in part by Seller shall not be a breach of any sale if performance is made impracticable by the occurrence of any events beyond Seller’s control including, but not limited to, any one or more of the following: (1) fires, floods, inclement weather, or other casualties or acts of God; (2) wars, riots, terrorism, civil commotion, embargoes, governmental regulations or martial law; (3) Seller’s inability to obtain necessary materials (finished or otherwise) from its usual sources of supply; (4) shortage of cars or trucks or delays in transit; (5) existing or future strikes or other labor troubles affecting production or shipment, whether involving employees of Seller or employees of others, and regardless of responsibility or fault on the part of the employer; and/or (6) any other contingencies of manufacture, supply, or shipment, whether or not of a class or kind mentioned herein.

2. **EXCLUSION OF WARRANTIES. EXCEPT AS EXPRESSLY STATED IN PARAGRAPHS 3, 4 AND 17(F) BELOW, SELLER MAKES NO EXPRESS OR IMPLIED WARRANTY OF ANY KIND WITH RESPECT TO ANY GOODS SOLD INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, OR ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. ANY AND ALL MANUFACTURERS’ WARRANTIES MAY BE ENFORCEABLE DIRECTLY AGAINST THE MANUFACTURERS BY THEIR OWN TERMS. NO EMPLOYEE OR REPRESENTATIVE OF SELLER IS AUTHORIZED TO MAKE ANY WARRANTIES ABOUT ANY GOODS SOLD BY SELLER.**

3. One-Year Limited Warranty on Custom Production Items & Services. Seller warrants to the original single-family homeowner Buyer only that: (a) any installation and/or repair services are performed in a commercially reasonable manner; and (b) any custom items produced by Seller with the exception of “Gulf Armor” doors which are addressed in paragraph 4 below (custom items include, for example, custom wood shutters, custom interior or exterior doors, barn doors, etc.) (hereafter referred to as “Custom Item”) are of good quality, free from defects in workmanship at the time of delivery to Buyer, subject to the following terms. Seller’s warranty and liability for the same are EXPRESSLY LIMITED as follows. Seller will refund to the original single-family homeowner the actual price paid, if any, for any such services or Custom Item determined by Seller to be deficient, or repair or replace the same, at Seller’s option, provided on the express condition that Seller receives written notice of the specific services or Custom Item claimed to be deficient within thirty (30) days of discovery of any such possible defect or deficiency and no later than one (1) year of the date that Seller originally performed the services, or sold the Custom Item, as shown in Seller’s records. Seller is not responsible for any defects or deficiencies that may arise outside of this one-year time period, or which are not properly reported to Seller in writing within the one-year time period (even if the claimed defect or deficiency was not discovered until after the expiration of said time period). In any event, Seller shall be allowed to conduct an on-site inspection and may charge an inspection fee of \$100 per inspection, but if Seller’s inspector finds a deficiency in Seller’s services or Custom Item, the inspection fee will be waived. This limited warranty specifically DOES NOT cover: (a) any cosmetic or maintenance items including, but not limited to, painting, staining, caulking, and/or sealants, such items being the responsibility of the Buyer or Buyer’s contractor; (b) any failure or damage as a result of improper installation, improper use or care, or improper maintenance; (c) any failure or damage relating to a failure to properly seal and finish all six (6) sides of a Custom Item, which must be done within five (5) days of delivery and before the Custom Item is subjected to an exterior application; (d) with respect to any wood Custom Item in an exterior application, any failure or damage relating to a lack of sufficient roof overhang (sufficient roof overhang may be greater depending on the specific location and application, but typically a sufficient roof overhang

means a covered overhang extending outward from the entry a minimum distance equal to the height measured from the installed door unit sill to the underpart of the overhang that is furthest away from the entry); (e) any expansion, contraction, warping, swelling, or movement of wood which is normal to wood as a naturally grown product when subjected to changes in temperature or humidity; (f) warp that does not exceed 3/8" in the plane of any Custom Item that is at least 1-3/4" thick (minimum) and which does not exceed 3'0" in width or 8'0" in height (there is NO WARRANTY on any Custom Item less than 1-3/4" thick, or that exceeds 3'0" in width or 8'0" in height); (g) CUSTOM ITEMS ARE NOT ENGINEERED, TESTED, OR RATED FOR PERFORMANCE AND, AS A RESULT, THERE IS NO WARRANTY IN REGARD TO DESIGN PRESSURE OR OTHER PERFORMANCE RATING ON ANY CUSTOM ITEM; (h) any alleged defect which is repaired or replaced by others without the express written consent of Seller; (i) scratches in glass not visible to the naked eye when standing at least 10 feet away from the door; (j) doors with any type of storm door installed; (k) any Custom Item that is reduced or altered in height or width in the field; (l) rust of wrought iron; (m) doors stained or painted black or any dark color in an application with prolonged sun exposure; and (n) variations in the finish, color, texture or appearance of Custom Items, as such conditions can vary from door to door (shutter to shutter, etc.) and are considered natural variations in timber, and not a defect covered by warranty. Although we try to provide a fair representation of Custom items in our showroom and advertising media, natural variations in wood are unavoidable and to be expected. Seller shall have the right to defer action on any claim of warp or wood movement for a period not to exceed twelve (12) months after installation, at Seller's option, to permit the subject Custom item to acclimate to temperature and humidity conditions. **EXCEPT AS SPECIFICALLY STATED ABOVE IN THIS PARAGRAPH 3, THERE IS NO EXPRESS OR IMPLIED WARRANTY OF ANY KIND BY SELLER WITH RESPECT TO CUSTOM ITEMS, OR ANY INSTALLATION OR REPAIR SERVICES PROVIDED BY SELLER (INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE), AND SELLER SHALL NOT BE RESPONSIBLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, ECONOMIC OR CONSEQUENTIAL DAMAGES OF ANY KIND UNDER ANY CIRCUMSTANCES.**

4. One-Year Limited Warranty on Gulf Armor Doors. Seller manufactures custom wood exterior doors known as "Gulf Armor" doors. With respect to Gulf Armor doors, Seller warrants to the original single-family homeowner Buyer only that such product is of good quality, free from defects in workmanship at the time of delivery to Buyer, subject to the following terms. Seller's warranty and liability for the same are EXPRESSLY LIMITED as follows. Seller will refund to the original single-family homeowner the actual price paid for a Gulf Armor door determined by Seller to be deficient, or repair or replace the same, at Seller's option, provided on the express condition that Seller receives written notice of the specific condition claimed to be deficient within thirty (30) days of discovery of any such possible defect or deficiency and no later than one (1) year of the date that Seller originally sold the Gulf Armor door, as shown in Seller's records. Seller is not responsible for any defects or deficiencies that may arise outside of this one-year time period, or which are not properly reported to Seller in writing within the one-year time period (even if the claimed defect or deficiency was not discovered until after the expiration of said time period). In any event, Seller shall be allowed to conduct an on-site inspection and may charge an inspection fee of \$100 per inspection, but if Seller's inspector finds a deficiency in the Gulf Armor door, the inspection fee will be waived. This limited warranty specifically DOES NOT cover: (a) any cosmetic or maintenance items including, but not limited to, painting, staining, caulking, and/or sealants, such items being the responsibility of the Buyer or Buyer's contractor; (b) any failure or damage as a result of improper installation, improper use or care, or improper maintenance; (c) any failure or damage relating to a failure to properly seal and finish all six (6) sides of a Gulf Armor door, which must be done within five (5) days of delivery and before the product is subjected to an exterior application; (d) any failure or damage relating to a lack of sufficient roof overhang (sufficient roof overhang may be greater depending on the specific location and application, but typically a sufficient roof overhang means a covered overhang extending outward from the entry a minimum distance equal to the height measured from the installed door unit sill to the underpart of the overhang that is furthest away from the entry); (e) any expansion, contraction, warping, swelling, or movement of wood

which is normal to wood as a naturally grown product when subjected to changes in temperature or humidity; (f) warp that does not exceed 3/8" in the plane of a door that is at least 1-3/4" thick (minimum) and which does not exceed 3'6" in width or 10'0" in height (there is NO WARRANTY on any Gulf Armor door less than 1-3/4" thick, or that exceeds 3'6" in width or 10'0" in height); (g) small end splits under 4 inches; (h) any Gulf Armor door that is reduced or altered in height or width in the field; (i) any alleged defect which is repaired or replaced by others without the express written consent of Seller; (j) scratches in glass not visible to the naked eye when standing at least 10 feet away from the door; (k) doors with any type of storm door installed; (l) rust of wrought iron; (m) doors stained or painted black or any dark color in an application with prolonged sun exposure; and (n) variations in the finish, color, texture or appearance of the product, as such conditions can vary from door to door and are considered natural variations in timber, and not a defect covered by warranty. Although we try to provide a fair representation of Gulf Armor doors in our showroom and advertising media, natural variations in wood are unavoidable and to be expected. Seller shall have the right to defer action on any claim of warp or wood movement for a period not to exceed twelve (12) months after installation, at Seller's option, to permit the subject door to acclimate to temperature and humidity conditions. **EXCEPT AS SPECIFICALLY STATED ABOVE IN THIS PARAGRAPH 4, THERE IS NO EXPRESS OR IMPLIED WARRANTY OF ANY KIND BY SELLER WITH RESPECT TO GULF ARMOR DOORS SOLD BY SELLER (INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE), AND SELLER SHALL NOT BE RESPONSIBLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, ECONOMIC OR CONSEQUENTIAL DAMAGES OF ANY KIND UNDER ANY CIRCUMSTANCES.**

5. LIMITATION OF REMEDIES & DAMAGES. BUYER'S REMEDIES IN CONNECTION WITH ANY NONCONFORMING AND/OR DEFECTIVE GOODS PROVIDED BY SELLER SHALL BE LIMITED TO RETURN OF THE GOODS AND REFUND OF THE ORIGINAL PURCHASE PRICE, OR REPAIR OR REPLACEMENT OF THE SUBJECT GOODS BY SELLER, AT SELLER'S OPTION. SELLER SHALL NOT UNDER ANY CIRCUMSTANCES BE RESPONSIBLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, ECONOMIC, OR CONSEQUENTIAL DAMAGES INCLUDING, WITHOUT LIMITATION, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS, LOST PROFITS, LABOR, PAINTING, FINISHING, AND/OR COSTS INCURRED TO REMOVE AND/OR REPLACE ANY GOODS FROM A WORK OR STRUCTURE.

6. Notice of Rejection. Buyer shall inspect all Goods furnished by Seller immediately and prior to using or incorporating them into any work or structure. Notice of rejection of any Goods, and/or any alleged nonconformity or defect (collectively "nonconformity") in any Goods, must be made in writing and delivered to Seller within 48 hours of purchase or, if the Goods are delivered to Buyer's job site, then within 48 hours of such delivery. Such notice must state with particularity the basis of the rejection and/or any alleged nonconformity of the Goods and describe with particularity the portion of the Goods being rejected. Failure to make written notification within such time shall constitute Buyer's irrevocable acceptance of all Goods, and Buyer's waiver of any claims of nonconformity with respect to the Goods. Seller shall have the right to make an on-site inspection of any Goods rejected. Buyer shall take all appropriate actions to protect and preserve any rejected Goods in the same condition that they were in at the time of delivery.

7. Delivery & Acceptance; Title to Goods. Risk of loss passes to Buyer upon delivery of the Goods to the destination designated by Buyer. If delivery is by common carrier, delivery by Seller to the carrier at the point of origin shall constitute delivery to Buyer and thereafter the shipment shall be at Buyer's risk, and any claims of Buyer for loss or damage must be made against the carrier. Until fully paid, Seller expressly retains title to all Goods to secure payment and a security interest in the same. Title to Goods passes to the Buyer upon receipt of full payment of the total purchase price thereof. Upon Buyer's default, Seller may retake possession of the Goods without prior legal process and Seller may pursue any other remedies that may be available to Seller. Any claims for shortages shall be noted on Seller's delivery receipt by Buyer at

the time of delivery; otherwise, Seller shall not be responsible for the same. If, upon delivery at job site, there is not present at the job site an employee or agent of Buyer authorized to accept delivery and sign a delivery receipt evidencing delivery of the Goods, then Seller shall have the right to deposit the goods at the job site without obtaining a signed receipt therefore, and Buyer agrees to liability for payment for all such Goods as if a delivery receipt were signed by an authorized agent of Buyer.

8. Returns. Subject to paragraph 5 above (Limitation of Remedies & Damages), Seller shall not accept return of any Goods for refund or credit for any reason unless: (a) Buyer produces to Seller the original invoice evidencing Buyer's purchase of the subject Goods; and (b) Seller, in its sole and absolute discretion, elects to do so. Buyer will pay a restocking fee of 20% of the amount of any refund or credit allowed by Seller. Subject to paragraph 3 (Limitation of Remedies & Damages) above, there shall be no returns, refunds or credits allowed on any Goods special ordered under any circumstances.

9. Building Codes; Specifications. COMPLIANCE WITH BUILDING CODES, COMPLIANCE WITH PROJECT SPECIFICATIONS, THE DETERMINATION OF THE SUITABILITY OF ALL GOODS AND PRODUCTS TO BE USED IN ANY PROJECT OR STRUCTURE, AND THE DESIGN AND INSTALLATION TECHNIQUES USED, ARE THE RESPONSIBILITY OF BUYER, THE ARCHITECT, CONTRACTOR, OR OTHER CONSTRUCTION PROFESSIONAL, AND NOT THE RESPONSIBILITY OF SELLER. SELLER SHALL HAVE NO LIABILITY FOR THE SAME.

10. Quotes/Estimates. Any material quantities quoted or estimated by Seller are designed solely to provide Buyer with a rough estimate of the amount of material that may be used in a given project. These are based upon calculations, plans, and/or information provided to Seller, and they assume, among other things, normal and typical building and construction techniques for the area. The actual amount of material used in a project may vary from the quote/estimate, at times significantly, due to a number of factors including, but not limited to, subsequent changes to the plans (such as where Seller is provided preliminary plans to estimate materials, rather than final plans), project changes, and construction techniques used. Consequently, Seller cannot and does not make any representation or warranty regarding the actual amount of material that is needed or will be used in any given project, and no quote or estimate by Seller shall be construed to contain any such representation or warranty. Any errors or omissions in a quote or estimate are subject to correction by Seller.

11. Jobsite Delivery. Seller requires an unobstructed, safe location and access in order to deliver Goods to Buyer's jobsite. If any jobsite condition makes delivery hazardous or could result in damage to the property or to Seller's vehicle, Buyer must notify Seller before the delivery. When conditions at the jobsite or the length, design or size of the Goods will not allow for normal delivery, Buyer is responsible for the scheduling and expense of cranes, lulls or other necessary equipment at the jobsite. Seller may postpone a scheduled delivery to Buyer's jobsite on account of a lack of proper access or other condition of the jobsite or a lack of proper equipment at the jobsite and, in such event, Buyer will be responsible for payment of a delivery fee to Seller and all other costs associated with each additional delivery attempts. It is also the duty of Buyer, not Seller, to specify and mark the location of any and all underground facilities (including, but not limited to, irrigation lines, pipes, septic tanks, or other) before Seller's vehicle enters the subject property, so that Seller's delivery personnel may attempt to avoid the same. Seller's delivery personnel will attempt to follow reasonable directions provided by Buyer or Buyer's representative as to the location for the placement of Goods on the jobsite. However, Seller shall not be liable for any damage to any underground facilities under any circumstances. Further, in the event that Seller's vehicle or equipment comes into contact with or damages any grass, shrubbery, landscaping, driveway, sidewalk or other surface as Seller's personnel is attempting to follow directions for placement of Goods from Buyer or Buyer's representative, Seller shall not be liable for any damage to the same under any circumstances.

12. Loading. Seller's employees may assist Buyer with loading Goods into or out of Buyer's vehicle or trailer as a courtesy, subject to the following terms. Seller is NOT RESPONSIBLE for any property damage or personal injury sustained while any Goods are being loaded into, or unloaded from, Buyer's vehicle or trailer by either Buyer or by Seller's employees. If Seller's employees assist in loading or unloading, THE BUYER ASSUMES THE FULL RISK of any such damage or injury. Further, Buyer is fully aware that many of the Goods sold by Seller are heavy (including, but not limited to, lumber, plywood, crossties, concrete blocks, cement products, doors, windows, etc.) and that Goods may shift or move during transit. It shall be the DUTY OF THE BUYER, not the Seller, to know and comply with any weight capacity limitations of Buyer's vehicle, and to ensure that the Goods will not cause damage to Buyer's vehicle or trailer. Seller SHALL NOT be liable for any property damage (including, but not limited to, damage to the Goods themselves) or personal injury caused in whole or in part by the Goods or by movement of the Goods. THE BUYER ASSUMES THE FULL RISK of any such damage or injury.

13. Form of Payment. All prices quoted and invoiced by Seller are on a cash payment basis. If Buyer elects to pay any balance by credit card, Seller may charge Buyer a credit card fee.

14. E-mail Service. At Buyer's request, Seller will attempt to send invoices and statements to Buyer by e-mail. However, Buyer acknowledges and agrees that Seller does not control and cannot guarantee delivery by e-mail, thus Buyer agrees to pay all invoices and statements within Seller's payment terms even if any emails are not received by Buyer.

15. Dimensions. Dimensions and/or sizes on lumber, molding, and other materials are those generally used in the industry, but actual sizes may vary.

16. Finance Charges; Collection Costs. A finance charge of 1.5% per month will be applied to any unpaid balance owed by Buyer to Seller (minimum finance charge of 50¢ per month on any balance), and Buyer shall pay the same to Seller. Buyer shall pay all costs and expenses incurred by Seller, with or without litigation, in collecting any amount owed by Buyer including, without limitation, attorney's fees and expenses, and expert fees and expenses.

17. Trusses. In addition to the other terms contained herein, the following terms in this paragraph 17 also apply to all quotes, orders and sales of trusses by Seller:

A. Buyer acknowledges that Seller's layouts, drawings, and designs for trusses are produced using plans and data provided by Buyer. Buyer's order of trusses to Seller constitutes Buyer's representation and agreement that Buyer has examined all layouts, drawings and designs provided by Seller, and that Buyer accepts the same for use in Buyer's project. It is Buyer's responsibility, before ordering trusses from Seller, to verify quantities, spans, pitches, overhangs, bearing locations, point load locations, size and location of required openings, and other project specifications to ensure the suitability of the products in all respects for Buyer's project.

B. Buyer understands that trusses are delivered on a 60' long "roll off" tractor-trailer. Buyer agrees to provide a reasonably smooth, level and accessible area for delivery of trusses at the jobsite, and further to provide an approach path to the desired drop location that is straight, level, compacted and with a clear width and height of at least 13.5 feet. Should these conditions not be met when Seller's delivery vehicle arrives at the jobsite, Seller may postpone the delivery and Buyer will be responsible for all costs of re-delivery. Should Seller's personnel attempt delivery despite these conditions not being met, Buyer will be responsible for any damages to Seller's vehicle, equipment, or to the product itself, incurred in the process.

C. It is Buyer's responsibility to be knowledgeable of, and to comply with, all warnings and recommendations relating to the safe handling, safe use, and proper erection of wood trusses as published by Structural Building Components of America (SBCA), or its equivalent. Please refer to SBCA's "Guide for Handling, Installing, Restraining & Bracing Trusses", BCSI-B1, and "Building Component Safety Information." Buyer is solely responsible for the safe and proper installation of these products, and for ensuring that the installation is performed in conformity with the engineering and permanent bracing notes included in the design drawings.

D. All truss bracing and building bracing are the responsibility of the Buyer, or Buyer's Engineer of Record. Seller may provide suggestions or guidance on the types and locations for bracing, but Seller shall not be liable for the same. It is Buyer's responsibility to understand and oversee the overall bracing design for the building of which the trusses are a part. If Seller furnishes Buyer any advice or other assistance concerning truss installation, or truss bracing or building bracing, including but not limited to any written materials or verbal advice, the furnishing of such advice or assistance by Seller will not subject Seller to any liability, whether based in contract, warranty, tort (including negligence), or otherwise. Seller's shop drawings will indicate the location of lateral web bracing required to resist buckling in long compression web members. All other bracing, blocking, bridging, etc., both temporary and permanent, are outside of Seller's scope of work. Seller may provide Buyer with handling, installation and/or bracing guidelines produced by the Truss Plate Institute and/or the SBCA, however, in so doing, Seller does not expand its scope of work and does not assume any responsibility for the same. Seller shall have no responsibility concerning the installation or bracing of trusses, nor shall Seller have any responsibility to inspect trusses after installation or to verify dimensions or the adequacy of work performed by other trades.

E. Additional terms and conditions will apply to certain truss orders (for example, long span trusses), which Seller will set forth in writing on the truss quote, order, layout and/or drawings. Such additional terms supplement these Sales Terms and form part of the agreement between the parties.

F. Seller warrants the trusses manufactured by it will conform to the specifications set forth in Seller's truss quote, order, layout and/or drawings, within reasonable tolerances in the wood truss industry, at the time of delivery to Buyer, subject to the following terms. Seller's warranty and liability for the same are EXPRESSLY LIMITED as follows. Seller will refund to the Buyer the actual price paid, if any, for any truss members determined by Seller to be deficient, or repair or replace the same, at Seller's option, provided on the express condition that Seller receives written notice of the specific product claimed to be deficient within thirty (30) days of discovery of any such possible defect or deficiency and no later than one (1) year of the date that Seller originally sold the product, as shown in Seller's records. Seller is not responsible for any defects or deficiencies that may arise outside of this one-year time period, or which are not properly reported to Seller in writing within the one-year time period (even if the claimed defect or deficiency was not discovered until after the expiration of said time period). **EXCEPT AS SPECIFICALLY STATED ABOVE IN THIS PARAGRAPH 17(F), THERE IS NO EXPRESS OR IMPLIED WARRANTY OF ANY KIND BY SELLER WITH RESPECT TO TRUSSES SOLD BY SELLER (INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE), AND SELLER SHALL NOT BE RESPONSIBLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, ECONOMIC OR CONSEQUENTIAL DAMAGES OF ANY KIND UNDER ANY CIRCUMSTANCES.**

G. The provisions of ANSI/TPI 1-2014, Chapter 2, are incorporated herein by reference, with the exception of any provisions therein which contradict any of these Sales Terms.

H. Truss orders are special order and cannot be cancelled or modified by Buyer.

18. Entire Contract. These Sales Terms supersede any and all prior and/or contemporaneous verbal and written agreements and representations between Buyer and Seller, and constitute the ENTIRE CONTRACT between Seller and Buyer with respect to the sale and purchase of the Goods specified on Seller's invoice. If Buyer has entered into a credit agreement, installed sales agreement, or other special order in connection with which Seller specifies other written terms and/or conditions (including, but not limited to, a truss order as described in paragraph 17(E) above), then such agreement and/or special-order terms also form part of the contract between Seller and Buyer. These Sales Terms cannot be modified, altered, or supplemented by any purchase order or other writing from Buyer specifying different or other terms or conditions, or in any other manner. These Sales Terms can only be modified by a formal written addendum signed by Seller's President. Absent a formal written addendum signed by Seller's President, any attempt by Buyer to add to or vary these Sales Terms shall be void and of no effect.

19. Amendment. Seller may amend these Sales Terms at any time, and any changes or amendments will be reflected on this page for public view and shall be effective upon posting.

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