

## General Terms and Conditions Applicable to the Sale of MiraTEC Brand Products Listed Herein

1. **WHOLESALER:** A Wholesaler (hereinafter referred to as “Buyer” means and shall be any trade buyer to whom Woodgrain (hereinafter referred to as “Seller”) would, from time to time, sell its MiraTEC Brand Products, as listed herein, at its current published Wholesaler prices, terms and conditions of sale, and who shall be limited to a trade buyer meeting the following requirements:
  - a. Shall be regularly engaged in selling building materials, including MiraTEC Brand Products, at wholesale to Dealers in his trading area. “Dealer” is defined as any trade buyer who is engaged in selling building materials at retail to contractors, builders and consumers, with a plant or plants adequately equipped to stock and service the public.
  - b. Must continuously maintain, for sale and distribution of such products, a plant or plants adequately equipped for service to Dealers, with office, storage yard or warehouse kept open regularly during business hours.
  - c. Must maintain a sales service to Dealers.
  - d. Must carry a sufficient stock of such products to supply his share of the normal wholesale requirements of the community where such facilities are located.
2. **APPLICATION OF PRICES:** The aggregate quantity of MiraTEC Brand Products ordered for delivery in one shipment to one destination and billed to one Buyer shall constitute the quantity for the purpose of determining the price applicable to products listed herein.
3. **SHIPPING SERVICE INFORMATION:**
  - a. Exterior Trim is available in full unit quantities only. It may be combined with other products from the Towanda mill to achieve minimum shipping weights.
  - b. All orders will be shipped via truck. All items regularly stocked at the Towanda mill will be available for prompt shipment, subject to order backlog and equipment availability.
4. **SHIPMENT WITH OTHER PRODUCTS:** In the sale and distribution of MiraTEC Brand Products, Seller will invoice in accordance with the aggregate quantity of such products listed herein ordered for shipment at one time. Products offered for sale by the Seller other than those named herein will not be included as a part of any shipment of MiraTEC Brand Products. The shipment, sale, and distribution of products other than those named herein, will be handled and treated as separate and distinct transactions and all sales of such other products will be invoiced at the quantity bracket prices applicable to the separate quantity of such products notwithstanding the fact that such other products may have been ordered at the same time as an order for the products above named.
5. **DELIVERY AND FREIGHT:** (Paragraph 5a is only applicable where SELLER and Buyer have mutually elected to effect delivery by rail.)
  - a. Prices on rail shipments are F.O.B. shipping point and delivery will be made to the Buyer’s private rail siding or to freight station or public team track nearest destination, with freight allowed to point of delivery (unless otherwise specified in Seller’s current price list or its order acknowledgment) but with no free truck delivery from any rail siding, freight station team track or dock. Freight prepayment includes the prepayment of freight on all line haul charges, general rate increase and fuel surcharges applied nationally to all carriers by mode. The prepayment of freight **does not include** surcharges or arbitraries assessed by individual carriers for: car hire by type, fuel, delivery or light density lines, unidentified terminal charges or any other device wherein the application of such charges occurs only to points on or via carriers which impose such charges. All orders shall be for shipment within 60 days from date of acceptance of order. In no instance will any delivery be made by truck or to a specific job site. Delivery to carrier at point of origin shall constitute delivery to the Buyer and title and all risks shall pass to Buyer on such delivery.
  - b. Prices on truck shipments are F.O.B. shipping point, and delivery will be made only to the Buyer’s regular place of business by a motor carrier selected by Seller with freight allowed to point of delivery (unless otherwise specified in Seller’s current price list or its order acknowledgment). Buyer agrees that the material will be unloaded and equipment will be released to the delivering carrier within 2 hours after shipment is received providing delivery is made during Buyer’s normal business hours. The designated point of delivery for orders shall in all cases be points to which normal carrier service can be effected. Orders for destinations which require transfers of lading to special equipment, or which involve negotiating hazardous driving conditions or the trespass of private property will not be accepted.
  - c. Seller will attempt to comply with, **but will not guarantee**, requested shipping date and loading and routing instructions. Shipping dates provided on Seller’s acknowledgment are approximate and provided for information purposes only. Seller shall not be liable for failure to deliver, or delay in delivery of, any order regardless of cause.
6. **SWITCHING CHARGES AND OTHER SPECIAL CHARGES:** Switching services, rail demurrage, truck detention or other special transportation or delivery services requested or incurred by Buyer will constitute charges incurred directly by the Buyer and must be absorbed by the Buyer. Any charges for services arranged for by the Seller when such is for its convenience in making delivery, will be paid by the Seller. Increased cost of freight due to the Buyer’s specifications of routing shall be paid by the Buyer.
7. **Disclaimer of implied warranties & limitation of remedies: the limited warranties state the entire liability of SELLER with respect to the products covered by them. SELLER shall have no liability for any incidental or consequential damages. No person is authorized to make any representation or warranty on behalf of SELLER except as expressly set forth above, and any such statement will not be binding on SELLER.** Some states will not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.
8. Seller warrants that each Product/Material shall: (i) be free and clear of all liens and encumbrances; and (ii) comply with the claims, representations and warranties made in the limited warranty documents set forth at [www.miratetrim.com](http://www.miratetrim.com) (the “Limited Warranties”). All terms, provisions, disclaimers and limitations of liability set forth in the Limited Warranties are expressly and verbatim made a part of this contract.

**Except as expressly set forth above, SELLER makes no warranty of any kind, express or implied, including, without limitation, any implied warranty of merchantability or fitness for a particular purpose. The foregoing disclaimer of implied warranty shall not be applicable to sales subject to the Magnuson-Moss Warranty Act, in which case the duration of any implied warranty shall be the duration of the limited warranty or such shorter duration as provided under applicable State law.** Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you. These limited warranties give you specific legal rights, and you may also have other rights which vary from state to state.
9. **CLAIMS:** In case of claim against the Seller for defect in material, written notice and sample illustrating such defect must be submitted to the Seller within 30 days after receipt of shipment to give full basis for such claim. The Seller shall have 60 days from date of receipt of such notice to inspect and dispose of defective material if such claim is allowed. Under no circumstances is material to be returned to the Seller unless the Buyer has received the Seller’s written instructions to do so. The Buyer shall have no right to deduct the amount of any claim from Seller’s invoice until the claim is allowed by the Seller or adjudicated by proper authority. All claims for loss or damage in transit must be filed with the carrier by the Buyer. Materials are loaded in accordance with carrier’s loading rules to insure delivery without damage. However, the Seller will give all reasonable assistance to the Buyer in collecting loss and damage claims from carriers by furnishing duplicate invoices, affidavits showing count when loaded, method of loading, etc. Buyer should in all cases immediately report loss and/or damage to carrier and request inspection in case of damage. On loss claims, Buyer should secure car seal numbers and signed exception report from the carrier.

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10. **PRICE DECREASE:** In the event of a price decrease, all unfilled orders on hand on the effective date of such price decrease, and accepted by the Seller, will be invoiced at the new and lower prices, and shipments in transit will be invoiced at the revised prices, provided evidence is presented in the form of carrier's expense bill or arrival notice showing that shipments were actually in transit and had not been delivered when the price decrease became effective. Prices are not guaranteed against decline. Inventory adjustments will not be allowed.
11. **PRICE INCREASE:** In the event of a price increase, all unfilled orders which have been accepted and acknowledged by the Seller and scheduled to ship prior to the effective date of the increase will be protected at the price in effect at the time the order was entered by the Seller. All orders accepted and acknowledged by the Seller and scheduled to ship after the effective date of the price increase will be invoiced at the increased price unless canceled by the Buyer by notice received by the Seller before shipment. Any changes to the original order on the part of the Buyer that cause the order to be rescheduled beyond the date of the price increase will result in the order being invoiced at the increased price.
12. **BACK ORDERS:** Any portion of an order omitted from original shipment because of shortage of stock or mill conditions will be shipped at Seller's option and will be invoiced at the same price on the same terms as if included in the original shipment, provided such omitted portion is shipped within thirty (30) days after the date of original shipment, Sundays and holidays included.
13. **TERMS OF PAYMENT:** The following terms of payment shall govern all sales of MiraTEC Brand Products made by the Seller:
- If satisfactory credit arrangements exist between the Buyer and the Seller, terms of payment shall be:
    - DISCOUNT OF 1% WILL BE ALLOWED ON THE AMOUNT SHOWN ON THE INVOICE AS SUBJECT TO DISCOUNT (WHICH IS THE GROSS AMOUNT, LESS FREIGHT PAID BY THE SELLER) FOR CASH WITHIN TWENTY (20) DAYS FROM ISSUE DATE OF INVOICE OR NET THIRTY (30) DAYS FROM ISSUE DATE OF INVOICE.
    - All invoices shall be dated as of date of issue, and show date of shipment. Terms will be clearly shown on each acknowledgment of order and invoice.
    - Freight will be prepaid unless otherwise specified on acknowledgment of order and invoice.
    - In case of insolvency of the Buyer or in case of change of ownership of Buyer's general property, all accounts and bills shall immediately become due and payable.
  - If satisfactory credit arrangements have not been made with the Seller, terms of payment shall be at Seller's option, (without cash discount) either:
    - For cash with order, or
    - In case of carload or truckload shipment, for cash payment of sight draft against bill of lading.
    - Freight will be prepaid unless otherwise specified on acknowledgment of order and invoice.
  - Invoices are payable as specified on the invoice. Remittances should be made by New York or Chicago exchange. Exchange on checks drawn on banks in other
  - The Seller reserves the right, at its option, and without liability therefore, of stoppage in transit or to divert to itself any shipment in transit in the event of insolvency of the Buyer or any change of ownership of the Buyer's general property occurring prior to delivery.
  - Terms of payment are subject to change by the Seller at any time and from time to time.
14. **TAXES:** Any sales tax or manufacturer's processing taxes or similar taxes, excises or charges which are now or hereafter may be levied, imposed, or charged against the Seller (whether by Federal, state, municipal or other public authority) on account of, or upon, the sale by the Seller to the Buyer of any of Seller's products listed herein will be (to the extent authorized or permitted by law) added to the applicable prices herein shown and shall be paid by the Buyer.
15. **ACCEPTANCE OF ORDERS:** All orders and sales contracts are subject to written approval and acceptance by an officer of the Seller and are not binding on the Seller until and unless so approved and accepted. Any terms or conditions of sale specified on a Buyer's purchase order or purchase contract which are in conflict with, inconsistent with, or in addition to the terms and conditions herein, shall not be binding upon the Seller. In cases of such a conflict not expressly accepted by the Seller, the terms and conditions of sale herein provided shall be considered as superseding the conflicting terms stated in the Buyer's purchase order or contract. The acceptance of an order will supersede all prior communications and constitute a complete and binding contract which cannot be modified or canceled without the written consent of both parties except as otherwise provided with respect to price increases and delayed shipments as set forth in Paragraphs 10 and 11 hereof. The Seller reserves the right to allot or prorate shipments against all orders whenever in its judgment an oversold condition exists of any particular MiraTEC Brand Product manufactured or sold by it.
16. **REPRESENTATIONS:** Buyer agrees that in connection with the sale of MiraTEC Brand Products, he will make no warranties or representations (other than the Seller's express written guarantees) which may impose on the Seller any liability other than the Seller's obligation to deliver, at Seller's expense, MiraTEC Brand Products of the same type, size and quantity as that originally ordered by Buyer to replace defective MiraTEC Brand Products where the defect is one of manufacture; and the Buyer agrees to indemnify the Seller against all other liability arising from the sale and/or application of MiraTEC Brand Products by the Buyer, his employees, agents or representatives.
17. **DOWNGRADE MATERIAL:** Material which is classified "Downgrade" is defined as all material manufactured by Seller of a quality inferior to that of Seller's Number 1 grade. Accepted orders are subject to accumulation of downgrade material, there being no guarantee as to delivery. Buyer agrees to accept downgrade material "as is" without warranties of any kind, express or implied. Buyer agrees to fully disclose to its customers that the product is downgrade material and agrees to indemnify Seller against all liability arising from the end use of this product.
18. **PRODUCT SUITABILITY:** Except in those instances where Seller's product is identified by Seller for a particular use and Buyer limits its use of said product as so identified, determination of the suitability of Seller's product for the use and applications contemplated by Buyer and others shall be the sole responsibility of Buyer. Buyer assumes all risks and liabilities for results obtained by the use of the product, whether used singly or in combination with other material, except where Seller's product has not performed to the contracted specifications, which nonconformity is not known to Buyer by testing or otherwise, prior to the use thereof by Buyer or others. Any suggestions or recommendations made by Seller concerning uses or applications of the products are believed to be reliable, but Seller makes no warranty or guarantee of results to be obtained since the conditions of the use and application by Buyer and others are beyond Seller's control.
19. **ENTIRE AGREEMENT:** This contract is the entire agreement between the parties with respect to the matters set forth herein, and all prior written or verbal proposals, agreements, communications or understandings between the parties with respect to such matters are merged into this contract. This contract can only be amended or modified by a written document executed by Seller. The terms of this contract shall control over any additional, conflicting or inconsistent provision set forth or referred to in any purchase order, bill of lading, freight receipt, warehouse receipt, invoice or similar document exchanged or executed by the parties in connection with the performance of this contract.
20. The rights and duties under Paragraphs 6, 8, 9, 13, 14, 16, 17 and 18 will survive the expiration or any termination of this contract.