



GENERAL TERMS AND CONDITIONS

FALK PANEL LLC

1. All sales of any goods or any related services (collectively, the "Products") by FALK Panel, LLC ("FALK") to the customer ("Customer") in the named in the quotation are subject only to the terms and conditions (these "Terms") of FALK, which can be found at <https://www.falk.com/en-us/terms-and-conditions>. Other than as specifically provided in a separate written agreement between FALK and Customer, these Terms supersede any of Customer's general terms and conditions of purchase regardless of whether or when Customer has submitted its purchase order or such terms. FALK expressly rejects Customer's general terms and conditions of purchase, and fulfillment of Customer's order does not constitute acceptance of any of Customer's terms and conditions or serve to modify or amend these Terms. Acceptance of the quotation by Customer is a prerequisite to the purchase of the Products and shall operate as an acceptance of these Terms which are expressly incorporated into any order confirmation.

2. Pricing within the quotation is based on information provided by the Customer and will be honored based on the Customer's order date. FALK shall honor the price in the quotation if the Products are received by the Customer on or before the Delivery Date (as defined in the quotation) and that the Delivery Date is within 90 days from the date the quotation was signed.

3. Pricing for customers of FALK are in United States Dollars and pricing for customers of FALK Panels Canada Ltd. and FALK Panel Canada East Ltd. are in Canadian Dollars. All prices are exclusive of all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any governmental authority on any amounts payable by Customer. Customer shall be responsible for all such charges, costs, and taxes; provided, that, Customer shall not be responsible for any taxes imposed on, or with respect to, FALK's income, revenues, gross receipts, personnel, or real or personal property or other assets. Other than as specifically provided in quotation, the pricing includes standard packaging and excludes transportation and insurance costs which are the responsibility of the Customer.

4. Payment Terms

4a. Standard Payment terms for existing Customers are: (i) Net 30 or Net 15 day payment terms, (ii) 20% deposit upon order, and 80% billed on delivery, with payment to be received within the timeframe specified on the invoice, (iii) 20% deposit upon order, and 80% paid prior to shipment to the destination, and (iv) 100% prepayment due prior to an order being produced. FALK reserves the right to approve or change Customer payment terms at FALK's sole discretion.

4b. Standard payment terms for new Customers are: 20% deposit upon order receipt, and 80% paid prior to shipment. If a Customer desires Net 30 Day payment terms, they can submit a credit application to FALK's accounting team at accounting.usa@falkpanel.com. FALK reserves the right to approve or change Customer payment terms at FALK's sole discretion.

5. Customer shall pay interest on all late payments at the lesser of the rate of 1.5% per month or the highest rate permissible under applicable law. Customer shall reimburse FALK for all costs incurred in collecting any late payments, including, without limitation, attorneys' fees. In addition to all other remedies available under these Terms or at law (which FALK does not waive by the exercise of any rights hereunder), FALK shall be entitled to suspend the delivery of any Products if Customer fails to pay any amounts when due hereunder and such failure continues for fifteen (15) days following written notice thereof. Customer shall not withhold payment of any amounts due and payable by reason of any set-off of any claim or dispute with FALK.

6. Delivery

6a. Freight charges are estimated and based from FALK's location of 1782 Northridge Dr NW, Walker MI, 49544. Final freight charges will be determined following order confirmation, delivery schedule and loading conditions. Freight is F.O.B. destination unless otherwise noted. FALK shall not be liable for any freight delays caused by or results from acts beyond FALK's reasonable control, as specified in Section 10 of these Terms. Title and risk of loss pass to Customer upon the

Products being tendered to the freight carrier. The Customer is responsible for any damages that may occur to the Product while unloading the trailer(s) used for delivery. The Customer will reimburse FALK for any demurrage charges FALK receives from logistics carriers for trucks not unloaded by Customer within 2 hours of arriving at the project site.

6b. Customers providing their own transportation will be assessed a \$110.00 logistical fee for material handling services associated for each truckload. Customers are required to provide their own corner protection for strapping. Customers will be charged for protection corners, at \$10.00 a piece, if not provided by transportation provider. The truck will not be loaded until protection corners are present or paid for.

6c. Customers receiving panels in containers are responsible for ensuring availability of cranes, lift trucks, or other equipment suitable for unloading shipments without damage. Customers must unload containers within a 2-hour per-container window, or additional demurrage charges may apply. Demurrage charges, in this case, are charges payable by the Customer for not unloading the containers within the specified 2-hour per-container window. The Customer is responsible for any damages that may occur to the Product while unloading the container(s).

7. Shop drawings and detailing may not be included, and will be an extra cost, or quoted on request. This estimate is an approximation and is not guaranteed. The estimate is based on information provided from the Customer regarding project requirements. Actual cost may change once all project elements are finalized or negotiated. Prior to any changes of cost, the Customer will be notified with a change order. All estimates are valid for 30 days (See Exclusions).

8. Structural framing, flashings, fasteners, caulking and other miscellaneous parts are not included unless otherwise specified in quotation. FALK shall not be responsible and/or held liable for any errors or omissions from the project specifications, drawings or other documentation related to the project. (See Exclusions)

9. Manufacturing and Delivery Dates (as defined in the quotation) are contingent upon FALK sourcing and acquiring critical raw materials. Customer milestones must be met in order to provide a seamless solution. FALK reserves the right to postpone manufacturing and Delivery Dates if critical customer milestones are

not met in a timely and complete manner. Critical customer milestones include:

9a. Customer's prompt approval and return of key documents (sales orders, structural steel drawings, acknowledgements, shop drawings, color approvals, deposits, etc.); and

9b. Customer non-standard color selections, gauge changes, project scope changes may impact Delivery Dates. Contact FALK for approximate lead times for such items.

10. Force Majeure. FALK shall not be liable or responsible to the Customer for non-shipment of Products or delays in delivery or performance due to causes beyond its reasonable control, including, but not limited to, acts of God; acts of Customer; epidemic, pandemic, or public health crises; strikes or other labor disturbances; FALK's inability to obtain, or material increases in the cost of, fuel, raw materials or parts; change in, or order under, any government law, ordinance, rule or regulation (whether valid or invalid); delays in transportation; repairs to equipment; fires; accidents; or any other similar event beyond the reasonable control of FALK. Acceptance of Products upon delivery shall constitute a waiver by Customer of any claim for damages on account of non-shipment or delays in delivery or performance.

11. Oil canning is a sporadic and industry wide aesthetic condition with no effect on the structural integrity of the panel. Since many controllable factors can lead to oil canning, FALK assumes no responsibility for the cost of actions taken in response to an oil canning condition. Oil canning shall not be the cause of rejection of steel panel products.

12. Wall Panel and Roof Panel minimum panel lengths depend on the panel type, and must be confirmed with the FALK's sales representative. Minor field modifications and cutting is permitted. FALK recommends using a circular saw with an 8" 40-tooth carbide blade or portable 2-panel cutter when panel cutting is required. The use of a reciprocating saw is not recommended.

13. Stack Joints/Panel Laps are required when panel lengths exceed the maximum panel length determined by FALK. Maximum panel length is determined by panel thickness and color. These lengths are set in place to minimize bowing. Violation of these panel lengths could void the panel warranty.

Please contact FALK if specific panel breaks are required.

14. FALK standard trims are not embossed and are available in 10', 16', or 20' lengths. Trims made with HPS Tata steel will be textured.

15. T-bars are quoted along with splice plates and connectors. All threaded rod is the responsibility of the contractor. It is the contractor's responsibility to provide the size of all thread that is being used so that Falk can order the correct size.

16. Any loose or sprayed-in-place insulation required at corners, rake, etc. is not provided by FALK. Some field cutting of panels will be required, including, for example, the top of the panels at the rake.

Wall Panels

17. Compriband has been included in the quotation for areas that typically require caulk, (panels and superstructure). This is an expanding foam tape that is suitable as a substitute for sealants. Note: some projects located in extreme climates or conditioned spaces may require additional sealants.

18. All fasteners, materials and trims have been assumed from the project drawings and the interpretation of the estimator. Project design drawing details supersede FALK shop drawing details. It shall be the Customer's responsibility to review all parts of the quotation for accuracy.

19. Standard Tech 3 fasteners have been quoted unless noted.

20. FALK does not provide fasteners for base trims or base support angle.

21. Misaligned secondary steel may require the erector to shim the insulated metal wall panels at some locations. FALK will not provide or compensate for shims and labor for installing shims.

22. Modifying, substituting, cutting, or eliminating critical design component details will impact assembly performance and may nullify the Customer's ability to receive a warranty. System assemblies' performance is tested based on all components working collectively at prescribed diameters and lengths. When modification

and substitutions are made to these components, this directly impacts the assembly's performance. FALK cautions this practice and recommends interested parties contact the project's engineer of record to perform calculation prior to performing any modification and/or substitution.

Coatings

23. Standard colors and standard trims have been quoted unless noted. Any special trims or non-stock colors will require repricing. Any color that is non-standard may have increased costs and extended delivery.

24. Exterior coating options include: Colorcoat HPS200 Ultra™, Silicone-Modified Polyester (SMP) and Fluoropon 70% PVDF.

25. Polyester (PE) coated Bright White with a box profile is the standard color and profile for interior panels. Interiors designed to be exposed may require alternate coatings which may extend lead times and impact costs.

Shipment Delays & Temporary Storage

26. FALK will not assume responsibility for supplier delays outside of our control or while Force Majeure circumstances exist.

27. As a Customer consideration, Falk will permit up to 30 days of temporary storage at our facility for finished Products that cannot ship as a result of project interruptions or site delays, providing billing can proceed following production. On the 31st day and beyond, the Customer will be assessed a daily demurrage charge of \$25/bundle/day for all finished Products that have not shipped. All demurrage fees assessed on finished Products while in temporary storage must be paid-in-full prior to its release.

28. FALK recommends stacking two bundles of panels on top of each other at the most. The longest package should be placed at the bottom. While stacking, the blocking and bracing needs to be clean and free from any other objects. This will limit the chance of irreparable damage to the top elements of the bottom package. It is also recommended that a protective

tarp be installed to cover and protect the bundle of panels from the elements.

Site Conditions

29. All efforts will be made to provide panels to requested lengths, however due to site conditions and unforeseen circumstances, panels may need to be cut on site. Costs associated with any panel cutting or any other additional labor required shall be the sole responsibility of the contractor.

Order Cancellations

30. Modification or Cancellation of Order. FALK realizes project situations change and orders may need to be modified or canceled. In the event a modification is needed, Falk will accept modifications, other than with steel color, up to 45 days prior to production. In the event an order needs to be canceled, FALK will accept the cancellation, at no charge, providing FALK has not ordered steel for the order and no significant FALK manhours or third-party services have been charged directly to the project. In the event FALK has ordered steel, allocated manhours, or incurred other costs for the project, a cancellation fee of \$ 5,000 plus any direct material, service, or third-party charges will be invoiced to the Customer.

Exclusions

- 31.** All structural supports & framing
- 32.** Concrete fasteners
- 33.** All field labor and installation costs
- 34.** Engineers stamp on shop drawings
- 35.** Cut out trim for openings cut by other trades not shown on FALK's shop drawings
- 36.** All exposed sealants (silicone, urethane, pourable, etc.)
- 37.** All thermal breaks (all panel thermal break cuts to be performed in the field)
- 38.** Roof and Wall Components not directly related to the installation of panels is out of Falk's scope of work. (Examples include but are not limited to snow guards, roof curbs, roof drains, fall protection, louvers

and fire vents, lightning protection, solar arrays and attachment methods).

39. FALK shop drawings are provided to show a depiction of how the various panel components are used to install the materials to the building structure. FALK shop drawings are not intended as structural designs. FALK does not provide design services. Please consult the engineers of record for structural details and code requirements.

40. For all customer payments by credit card, FALK will apply a 3% service fee to the total invoiced amount.

41. Limitation of Liability

41a. IN NO EVENT SHALL FALK OR ANY OF ITS REPRESENTATIVES BE LIABLE FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF OR RELATING TO THESE TERMS OR QUOTATION, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER FALK WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT, OR OTHERWISE) UPON WHICH THE CLAIM IS BASED.

41b. FALK'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THESE TERMS OR QUOTATION, 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 FALK PURSUANT THESE TERMS OR QUOTATION.

42. Inspection. Customer shall inspect the Products within 30 days of receipt ("Inspection Period"). Customer will be deemed to have accepted the Products unless it notifies FALK in writing of any Nonconforming Products (as defined below) during the Inspection Period and furnishes such written evidence or other documentation as required by FALK. "Nonconforming Products" means only the following: (i) product shipped is different than identified in the quotation or purchase order; or (ii) product's label or packaging incorrectly identifies its contents. If Customer timely notifies FALK of any Nonconforming

Products, FALK shall, in its sole discretion, (i) replace such Nonconforming Products with conforming Products, or (ii) credit or refund the Price for such Nonconforming Products, together with any reasonable third-party shipping and handling expenses actually incurred and paid by Customer in connection therewith. FALK shall ship, at its expense and risk of loss, the Nonconforming Products to FALK's facility. If FALK exercises its option to replace Nonconforming Products, FALK shall ship to Customer, at FALK's expense, the replacement Products to the Customer. Customer acknowledges and agrees that the remedies set forth in this Section are Customer's exclusive remedies for Nonconforming Products. Except as provided under this Section, all sales of Products to Customer are made on a one-way basis and Customer has no right to return Products purchased under this Agreement to Seller.

43. Limited Warranty. The Products sold by FALK may be covered by a limited warranty, the terms and duration of which may vary depending on the specific

Product. Customers are encouraged to contact FALK's sales representative to confirm the applicability and details of any limited warranty that may apply to the purchased Product. Except as expressly stated in any applicable limited warranty, FALK makes no other warranties, express or implied, regarding the products sold, including but not limited to any warranties of merchantability or fitness for a particular purpose. All other warranties, whether statutory, express, or implied, are hereby disclaimed to the fullest extent permitted by law.

44. Governing Law; Jurisdiction. These Terms and quotation are governed by, and construed in accordance with the laws of the State of Michigan without giving effect to any conflict of laws provisions thereof that would result in the application of the laws of a different jurisdiction. All legal proceedings shall be instituted in the state or federal courts of the State of Michigan. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts.