



## TERMS AND CONDITIONS OF SALE

All sales by the member of the Rhodes USA, LLC (collectively hereinafter "Company"), identified on the applicable sales order acknowledgement are made subject to the following terms and conditions.

Company expressly rejects any different or additional terms or conditions contained in any document(s) submitted by Buyer. Company's provision of credit, acceptance of any purchase order and/or sale of any goods are expressly made conditional on Buyer's acceptance of these terms and conditions. All orders by Buyer are only accepted upon issuance of Company's sales order acknowledgement.

1. Except as otherwise agreed in writing signed by Buyer and Company, these terms and conditions constitute the entire agreement between Company and Buyer relating to the sale of such goods by Company. Terms or conditions contained in any document issued by Buyer that in any manner purport to alter, modify, change, suspend, or add to any term or condition contained herein shall be deemed excluded from such Buyer document and waived by Buyer. Company and Buyer expressly agree that Company may modify these terms and conditions from time to time, and such modifications shall be binding upon Buyer.
2. Approved drawings must be delivered to Company by Buyer before fabrication is scheduled. Buyer cannot modify, cancel, or otherwise alter any order without Company's written consent. Any such cancellation, modification, or alteration shall be subject to conditions as negotiated at such time, which shall include protection of Company against loss.
3. The purchase price of the goods shall be as stated on the face of the applicable Buyer customer order coinciding with a valid Company quotation; provided, however, Buyer expressly agrees that Company in its sole discretion may adjust the purchase price to take into account market fluctuations in the price of goods or in the case of changes due to design or engineering amendments and related additional quantities and works required. Payments to Company are due upon Buyer's receipt of invoice. Tax is not subject to discount. No retainage will be permitted unless otherwise agreed prior in writing. Checks or payments, whether full or partial, received from or for the account of Buyer, regardless of writings, legends or notations upon such checks or payments, or regardless of other writings, statements, or documents, shall be applied by Company against the amount owing by Buyer with full reservation of all Company's rights and without an accord and satisfaction of Buyer's liability. Any remittance marked paid-in-full or any correspondence related to any dispute must be emailed to Company at the following email address: [Invoices@rhodes-usa.com](mailto:Invoices@rhodes-usa.com)
4. If, in Company's opinion, Buyer's credit becomes impaired, Company may suspend performance until such time as Company has received full payment for any goods already delivered or in process and is satisfied in its sole discretion as to Buyer's credit for future deliveries. If Company suspends performance and later proceeds with such order, Company shall be entitled to such extension of time for performance as is necessitated by the suspension. Further, in the event Buyer fails to make payment to Company, or any third-party supplier, of any amounts due and owing to Company or such third-party supplier (including any applicable surcharge or freight charge), Company shall have the right to terminate any Buyer order or any unfulfilled portion thereof, and Company or any third-party supplier thereof may terminate any other agreement between Company or third-party supplier and Buyer. Company may charge interest on the outstanding balance at an annual rate of 12% or the highest rate allowed by law (whichever is



- less). Company shall have the right to employ an attorney to collect the balance due, and Buyer agrees to pay all collection costs incurred by Company, including its reasonable attorneys' fees.
5. All taxes of any kind levied by any federal, state, municipal or other government authority which Company is required to collect or pay with respect to the production, sale or shipment of goods sold hereunder shall be the responsibility of Buyer. Buyer agrees to pay all such taxes and further agrees to reimburse Company for any such payments made by Company.
  6. Company shall not be liable for delays in delivery or performance due to causes beyond its reasonable control, including, but not limited to: acts of God; acts of Buyer; strikes or other labor disturbances; inability to obtain, or material increases in the cost of, fuel, raw material or parts; delays in transportation; repairs to equipment; fires; accidents; acts of war or terrorism; floods, storms, government directives and other similar occurrences. Acceptance of goods upon delivery shall constitute a waiver by Buyer of any claim for damages on account of non-shipment or delays in delivery or performance.
  7. Buyer acknowledges that significant unplanned delays occurring beyond the control of Company (generally 8 weeks or more) including revised drawing submission delays, awaiting permits/inspections on site, or any other reason for significantly delaying manufacturing or delivery, this may result in a reprice of the pricing for the goods at the Company's discretion. Should material be fabricated, and the Buyer instructs a pause on deliveries, the Company shall have the right to charge a reasonable storage fee beyond 2 weeks for any material held at its factory or any third party location. Buyer acknowledges that significant delays may also result in a complete revision of the fabrication and delivery schedule as well as manufacturing priority per the Company's other orders in the pipeline from time to time. Company will notify Buyer of such delay issues, and proposed revised costs and invoicing to be applied, and agreed to as an amendment to the customer order documents.
  8. Delivery dates are approximate and are partially based upon prompt receipt of all necessary items from Buyer. All deliveries are loaded by designated third-party shipping suppliers at Company's facility. Title and risk of loss shall pass upon loading at Company's facility. Company reserves the right to select the mode of shipment for the goods.
  9. Unloading shall be the responsibility of Buyer unless otherwise agreed in writing. If, in the opinion of a delivery truck driver, it is impractical to reach the job site to unload the goods, unloading shall take place where the truck can, in the driver's judgment, reasonably and safely proceed.
  10. Buyer agrees to carefully check goods against shipping documents upon unloading at destination. Company shall NOT be liable for any claim for shortages or for improper or damaged goods unless such claims are specifically noted on the shipping documents at the time of unloading. Should the Buyer not submit any claims in writing within one day of unloading, the delivery shall be deemed to have successfully occurred per the shipping documents. Company shall have the right to deny any claims where it is reasonable to believe that such damage or loss occurred by third parties or Buyer.
  11. Company warrants to Buyer that the goods furnished hereunder will conform to the Standard Specifications of the AISI S100 (North American Specification for the Design of Cold- Formed Steel Structural Members) and ICC ES Acceptance Criteria AC 46, whichever is applicable. THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Company shall not have any liability for errors in



design when it prepares erection drawings from designs furnished by any third party, including but not limited to Buyer.

12. No claim for damages for goods that do not conform to specifications will be allowed unless Company is given immediate notice after delivery of goods to the first destination to which they are shipped and allowed an opportunity to inspect them. Goods for which damages are claimed shall not be returned, repaired, or discarded without Company's prior written consent. BUYER'S EXCLUSIVE REMEDY AGAINST COMPANY SOLE OBLIGATION, FOR ANY AND ALL CLAIMS, WHETHER FOR BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, SHALL BE LIMITED TO THE REPLACEMENT OR REPAIR OF GOODS THAT FAIL TO MEET THE FOREGOING WARRANTY AT THE TIME OF DELIVERY OR, AT COMPANY'S OPTION, A REFUND OF THE PURCHASE PRICE FOR SUCH GOODS. IN NO EVENT SHALL COMPANY HAVE ANY LIABILITY FOR DAMAGES IN AN AMOUNT EXCEEDING THE PURCHASE PRICE OF THE GOODS IN QUESTION, NOR SHALL COMPANY HAVE ANY LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.
13. This agreement shall be governed by and construed in accordance with the laws of the state ("State") in which the Company's facility is located. Buyer, acting for itself and its successors and assigns, hereby expressly and irrevocably consents to the exclusive jurisdictions of the state and federal courts of the State for any litigation which may arise out of or be related to any sales by Company. Company reserves the right to enforce these terms and conditions at any time and none shall be deemed waived unless such waiver is in writing signed by a duly authorized officer of Company. All rights and remedies granted herein are in addition to all remedies available at law or in equity.
14. Unless otherwise provided in writing by Company, only those items listed in the Standard Specifications of the AISI S100 (North American Specification for the Design of Cold- Formed Steel Structural Members) and ICC ES Acceptance Criteria AC 46 are to be furnished by Company.
15. Buyer agrees to comply with the standard specifications and Technical Manuals of the International Code Council, along with the AISI S100 (North American Specification for the Design of Cold- Formed Steel Structural Members) and ICC ES Acceptance Criteria AC 46 in the handling, erection and installation of the goods sold hereunder, and further agrees to follow the "Recommendations for Handling and Erecting Company's Open Web Steel Joists, Steel Wall Panels Web Steel Trusses " as shown on Company's erection drawings and delivery tickets. Should erection or installation be provided by a third party, Buyer agrees to notify such party of the necessity of compliance with the foregoing. Buyer shall indemnify, defend, and hold harmless Company, its affiliates, employees and agents, from and against all claims, losses, damages, and expenses (including, but not limited to, attorney's fees and expenses) in any manner arising out of, related to, or resulting from or alleged to arise from the improper erection or installation of any Company goods, and hereby releases Company from all liability based on any such claims.



## TERMS AND CONDITIONS DETAILING ADDENDUM

All detailing services performed, and related work-product generated by Company, including without limitation all Plans (as defined below), shall be provided to the named customer ("Customer") subject to the Terms & Conditions of this Detailing Addendum ("Terms"). No Project (as defined below) will be acceptable to, or accepted by, Company unless the same is subject to these Terms, which shall not be amended, revised or modified except in a written instrument that specifically references the intent to modify these Terms signed by an authorized representative of Company. No statements, acknowledgements, representations, or assertions stated on any Customer-issued document shall have the effect of amending, revising or modifying these Terms.

1. **DEFINITIONS.** As used in these Terms, "Project" shall mean the detailing project for which Company is providing Plans, "Building" shall mean the building or structure that is the subject of the Project, "Plans" shall mean the shop drawings for steel fabrication produced by Company for the Project, and "Agreement" shall mean the Project contract or subcontract between Company and Customer, which shall be governed by these Terms.
2. **PLANS.** Company will furnish Customer with electronic copies of all Plans via email or cloud-based file-sharing site.

**SCOPE OF WORK.** Company bid price includes a detailed scope of work and list of contract documents known by Company at the time of bid. Customer acknowledges that there are no other contract documents applicable to Company's provision of the Plans. Any change in the scope of work or contract document list must be accepted in writing by Company before work commences. Drawing standards required by Customer must be clearly defined before the bid due date. Any drawing standards received by Company after the bid due date may result in a change in contract price. Company will not be liable for work caused by others or for misleading and/or incorrect information contained in any documents related to the Project. Company's Bid pricing are valid per the term defined on the estimate(s). Due to supply chain demands our pricing is subject to change prior to confirmation and Client deposit. Subject to finalization of plans following a deposit being received, Company reserves the right to adjust the final pricing to allow for design variances or change orders following the exact quantities of steel being confirmed once detailing and engineering has been completed.

3. **SCOPE CLARIFICATIONS.** Company Plans do not include any non CFS/Structural steel elements or foundation design. Company Plans do include general installation advice and coordination.
4. **DESIGN.** Company shall not be required to check design drawings, nor will Company be responsible for design unless explicitly stated in the Agreement. Company will, however, point out obvious errors as they are actually found per the American Institute of Steel Construction Code of Standard Practices. Company will not stamp drawings or designs over which Company is not in complete supervisory control. All connection design and review is the responsibility of the Engineer of Record.
5. **REQUESTS FOR INFORMATION.** Requests for Information ("RFI") may be required to allow detailing of a Project and/or items within a Project, which may affect cost and schedule. If



excessive RFIs are needed, Company may charge additional fees (over and above the contract price) as determined by Company for such RFIs. Company follows the standards code outlined by the National Institute of Steel Detailing and the American Institute of Steel Construction regarding the return of RFIs and Approval drawings from Customer. Failure of Customer to return RFIs and Approval drawings per these standards will result in cost and schedule impacts at a cost to Customer.

6. **CHANGE ORDERS; CANCELLATION.** Design changes, additions, and/or deletions, and additional fees related thereto, will be negotiated at the time that they occur. A formal Change Order will be issued by Company outlining specific changes, costs and schedule impacts. A signed Change Order must be received by Company in order for work on such Change Order to start. No work will be done on any unsigned Change Orders. If the Project is canceled, Customer shall be assessed a cancellation fee determined by Company in its reasonable discretion.
7. **NON-APPROVED PLANS.** Plans approved by Company for fabrication shall be indicated by a clearly marked "Issued For Fabrication" on the Plans. Company assumes no liability for the correctness of Plans prior to approval, Customer shall bear the risk of using non-approved Plans for fabrication, and Company will not accept any back charges or claims related thereto.
8. **OWNERSHIP.** All Plans and other deliverables prepared by Company are and shall remain the sole property of Company and may be used only for the purpose originally intended. Any other use of the Plans shall not be permitted without express written agreement of Company and reasonable compensation for same.
9. **BACK-CHARGES.** Company back-charge policy is per the standard code of the National Institute of Steel Detailing and the American Institute of Steel Construction and shall in no case exceed the actual detailing cost of the affected item. Each back-charge item shall be addressed within twenty-four (24) hours of occurrence and Company must participate in the solution and any other action necessary to correct any problems. Company will not accept a back-charge deviating in any way from the foregoing. Company will not accept any costs associated with any type of liquidated damages and will not accept a contract containing them, whether expressed or otherwise.
10. **WARRANTY; LIMITATION.** Rhodes USA, LLC warrants that the Plans will be in accordance with (a) the agreed-upon Project documents and (b) the standards code of the National Institute of Steel Detailing. CUSTOMER'S EXCLUSIVE REMEDY, AND COMPANY'S SOLE OBLIGATION, RELATED TO SUCH WARRANTY SHALL BE LIMITED TO, AT COMPANY'S OPTION, COMPANY'S CORRECTION OR REPRODUCTION OF THE PLANS. THE EXPRESS WARRANTY SET FORTH ABOVE IS SUBJECT TO THE LIMITATIONS SPECIFIED, AND THIS AGREEMENT EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, WARRANTY OF MERCHANTABILITY OR WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. Any legal action or proceeding by Customer for breach of this Agreement must be commenced within six (6) months from date of delivery or the date the cause of action accrues, whichever is later. Any claims that have not been asserted by written notice within the designated periods of time are waived.
11. **REMEDIES.** IN NO EVENT SHALL COMPANY HAVE ANY LIABILITY TO PURCHASER, REGARDLESS OF LEGAL THEORY, FOR (A) ANY DAMAGES IN EXCESS OF THE FEES PAID FOR THE PLANS, OR (B) INCIDENTAL, LIQUIDATED, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY TYPE, including, but not limited to, loss of profits, loss of rents, loss or expense arising from any building or plant closing, construction or completion delays, labor or overhead expense, increased operating expense, increased insurance or maintenance expense, business interruption, damage or loss to



inventory or any other property, or any other type of consequential, incidental, or special loss or damage whatsoever, whether claims for such damages or losses shall be based upon contract, warranty, tort, negligence, strict liability, or any other cause of action.

12. **BENEFIT.** Customer may not assign, transfer or delegate the Agreement or any interest or obligation herein. The Agreement shall bind and benefit only Company and Customer, shall not benefit any other persons or entities ("Third Parties"), and shall not be deemed to create any rights in favor of any Third Parties, whether or not referred to in the Agreement.

**SEVERABILITY.** If any provision of the Agreement is found to be invalid or unenforceable under applicable law, such provision shall be severable and the remaining provisions of the Agreement shall remain in full force and effect. The headings of the paragraphs of the Agreement are for convenie