



STANDARD TERMS AND CONDITIONS OF SALE

The goods and services sold by White Rock Truss and Components LLC (“WRT”) are subject to and conditional upon the agreement of Buyer to the standard terms and conditions of sale hereinafter set forth (these “Terms and Conditions”).

1. Different or Additional Terms. Any different, conflicting or additional term in any purchase order, order acknowledgment, sales agreement, sales contract or other writing from WRT or Buyer is hereby rejected and shall be void unless agreed in writing and signed by an authorized officer of WRT expressly stating that Buyer and WRT intend it to serve as a substitution, modification or supplement to these Terms and Conditions. These Terms and Conditions shall comprise the exclusive terms, conditions, and agreements of Buyer and WRT respecting the sale of Products and shall supersede any provision of any order, directive, instruction or prior agreement inconsistent with the provisions hereof. These Terms and Conditions may not be amended, changed, waived, extended, or discharged except in writing by an authorized officer of WRT.
2. Prices; Quotes. All published prices are subject to change without notice and shall not be binding on WRT until subject to written confirmation by WRT. All prices quotations by WRT are, except to the extent expressly set forth in the price quotation, subject to change without notice and shall not be binding on WRT.
3. Credit. WRT is not obligated to extend any credit requested by Buyer, and account terms for purchases by Buyer are subject to change by WRT at any time in its sole and exclusive discretion. Without limitation upon the foregoing, WRT, at any time in its sole and exclusive discretion, shall be entitled to require assurance of Buyer’s ability to pay, limit or cancel Buyer’s credit, require payment in cash or cancel Buyer’s order.
4. Payment. WRT payment terms are, unless otherwise set forth on the price quotation, net fifteen (15) days. Buyer shall make payment in full in accordance therewith. Notice of any alleged invoice discrepancy must be made in writing by Buyer within (10) ten days of invoice date or are waived. All past due balances are subject to a monthly finance charge of one and one-half percent (1.5%) per month, and, if past due balances are not timely paid in full, WRT reserves all rights under applicable law including, without limitation, the right to postpone delivery of additional orders.
5. Taxes. All prices quoted or accepted by WRT are exclusive of excise, sales, use, occupational, and other taxes. The price of the Products will be increased by the amount of any tax that WRT is required to pay or collect upon sale or delivery of Products.
6. Delivery. The shipment date shall be established by mutual agreement of Buyer and WRT upon acceptance of the order; provided, however, that (a) any delivery, in whole or in part, in excess of four (4) weeks from the completion date will result in the accrual of storage fees at WRT standard rates and (b) any request made after acceptance of Buyer’s order to delay production, in excess of four (4) weeks from the scheduled production date, will invalidate the price quotation and will entitle WRT to reprice Buyer’s order. Buyer shall provide delivery address and directions prior to shipment date, and curbside delivery shall be made by truck to the delivery location or to the nearest passable road; provided, however, that Buyer shall be responsible for any damage to the job site or location, or work or materials thereon, arising from delivery. WRT requires an unobstructed safe location to drop the goods at the delivery location, and, if conditions make delivery hazardous or risk damage to property or WRT’s vehicle, Buyer shall notify WRT at least five (5) days prior to delivery, and WRT reserves the right to postpone delivery, and Buyer shall pay all costs arising from delayed or additional delivery attempts. If Buyer fails to make provide notification prior to delivery, Buyer shall pay all additional costs arising from the delivery including, but not limited to, any towing costs and any damages. WRT reserves the right to make deliveries of goods in installments within the time of shipment.
7. Proof of Delivery. The delivery driver’s signature shall constitute proof of delivery. If Buyer requires the

signature of Buyer or Buyer's representative, Buyer is responsible for scheduling the authorized signatory to be present at the delivery location on the date of delivery. This requirement by Buyer must be indicated at the time the order is placed. If then Buyer fails to have an authorized signatory at the delivery location at the time of delivery, shipment will be rescheduled for delivery and Buyer will be responsible for all additional delivery expenses.

8. Storage of Goods. If any shipment is held or stored by WRT beyond the delivery date, at Buyer's request or due to failure of delivery conditions, (a) Buyer shall pay reasonable charges incident to storage of Products and (b) no warranty for material and workmanship or otherwise shall be applicable to the Products (exposure to weather conditions jeopardizes product integrity including, but not limited to, mold, warpage, lumber distortion or deterioration, and improper plate embedment) pursuant to which WRT **DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE AND ANY IMPLIED WARRANTY OF MERCHANTABILITY.**
9. Title and Risk of Loss. Title to, and the risk of loss of the Products, shall pass to Buyer upon delivery.
10. Inspection; Acceptance; Rejection. Buyer shall inspect all Products immediately upon delivery thereof and shall make any claim for nonconforming goods or shortage on WRT in writing within forty-eight (48) hours of delivery of shipment. Any failure to provide written notification within forty-eight (48) hours of delivery shall constitute a waiver of Buyer's rights for breach of warranty and a waiver of Buyer's rights of inspection and rejection and shall constitute an irrevocable acceptance of the Products. After acceptance, Buyer shall have no right to reject the goods for any reason or to revoke acceptance, and Buyer agrees that forty-eight (48) hours is a reasonable amount of time for inspection and rejection. If Buyer makes written notification of defect within forty-eight (48) hours, WRT may provide a resolution, at its sole discretion, including, but not limited to, repair of goods by WRT or an agent authorized by WRT or return and replacement of defective goods. No deduction, adjustment or back charge for any reason (including, but not limited to, the cost of Products stolen from the delivery location, the costs of unauthorized repairs to Products, and the costs of disassembly of a structure to repair Products) is permitted without the investigation and prior written approval of WRT. In no event shall WRT be liable for any claim not presented in accordance with this Section 10 or for Products damaged on the job site or upon or after installation.
11. Force Majeure. WRT shall not be deemed to be in breach or default due to, or liable for any delay or any cost or expense arising from, any Act of God, act or order of any governmental authority, war, fire, flood, accident, strike or other labor dispute, shortage, inadequate supply or interruptions in supply (including, but not limited to, raw materials, energy, transportation, and personnel), transportation delays, failure of machinery, demand for Products in excess of available supply, interruption for any reason in the manufacture of Products or components, or any other cause beyond the direct control of WRT). Any delay resulting from any cause hereinabove set forth shall extend or excuse performance, as applicable, in whole or in part, as may be reasonable.
12. Lien Rights. WRT reserves all rights and remedies (including, but not limited to, under applicable lien statutes) under applicable law.
13. Limited Warranty. WRT warrants to the Buyer, but not any third party, that (a) the Products will conform to the written description thereof provided by WRT, (b) WRT will convey good title to the Products, (c) the Products will be delivered free from any lawful security interest or other lien or encumbrance (exclusive of any security interest or other lien or encumbrance arising from action of Buyer), and (d) the Products will conform to ANSI/TPI standards. **WRT DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE AND ANY IMPLIED WARRANTY OF MERCHANTABILITY.** No employee or agent of WRT is authorized to make any other warranty about any Product, and no oral or written statement by any of WRT's employees, representatives or agents shall constitute a warranty, shall be relied upon by Buyer or shall constitute part of these Terms and Conditions.
14. Limitation of Liability. WRT's liability, and Buyer's exclusive remedy, is expressly limited to, at WRT's option, the repair of defective Products, the replacement defective Products with conforming Products or the

refund of the purchase price. If WRT chooses to replace any defective Product or to refund the purchase price, Buyer shall return the defective Products to WRT upon request. **UNDER NO CIRCUMSTANCES SHALL WRT BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, ECONOMIC, DIRECT, INDIRECT OR OTHER DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR ANY LIABILITY THAT MAY ARISE OUT OF ANY THIRD PARTY CLAIMS AGAINST BUYER.** If WRT furnishes Buyer with advice or other assistance concerning any Product (including, but not limited to, bracing, blocking, and bridging, whether temporary or permanent) or any structure in which any Product may be installed, the furnishing thereof shall not subject WRT to any liability, whether based on contract, warranty, tort, strict liability, negligence or otherwise. WRT may provide Contractor with handling, installation, and bracing guidelines produced by the Truss Plate Institute or the Wood Truss Council of America or other organizations in its field packages, but WRT does not expand its scope of work beyond that set forth in the purchase agreement between Buyer and WRT. WRT shall have no responsibility concerning the installation Products (including, but not limited to, bracing and installation of trusses) nor shall WRT have any responsibility to inspect the Products after installation or to verify dimensions or adequacy of work done by other trades that may relate to the Products.

15. Limitation of Actions. Any action for breach by WRT of these Terms and Conditions must be commenced within one (1) year after the delivery of the goods supplied hereunder.
16. Final and Exclusive Agreement. Verbal instructions or agreements relative to or altering these Terms and Conditions in any way are not authorized and will not be recognized. These Terms and Conditions are intended by Buyer and WRT as a final expression and complete and exclusive statement of terms and conditions applicable to the purchase and sale of Products. Whenever the provisions of any of these Terms and Conditions conflict with the provisions contained in any past, present, or future contractual agreement, the provisions of these Terms and Conditions shall prevail and supersede any conflicting term.
17. Waiver. No waiver, discharge or renunciation of any claim or right of WRT arising out of breach of these Terms and Conditions by Buyer shall be effective unless in writing, signed by a duly authorized officer of WRT, and supported by consideration. Any waiver by WRT of any breach by Buyer shall be a waiver of that breach only and not any subsequent breach.
18. Collection Costs. If it is necessary for WRT to pursue a claim against Buyer to enforce the terms of these Terms and Conditions, or to recover any indebtedness or damages, WRT shall be entitled to recover its reasonable attorney's fees, costs, and other expenses from Buyer.
19. Assignment/Delegation. No right or interest in any purchase agreement shall be assigned, nor any obligation delegated, by Buyer without WRT's prior written consent.
20. Governing Law; Venue. These Terms and Conditions shall be interpreted and construed in accordance with the laws of the Commonwealth of Virginia. Any and all claims, controversies, and causes of action arising out of or relating to these Terms and Conditions shall be governed by the laws of the Commonwealth of Virginia, including its statutes of limitations, without giving effect to any conflict-of-laws rule that would result in the application of the laws of a different jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to these Terms and Conditions or any purchase of Products. Each of Buyer and WRT hereby (a) irrevocably submits and consents to the exclusive jurisdiction and venue of the courts of the Commonwealth of Virginia in Lee County as well as all respective appellate courts therefrom, (collectively, the "Courts") over any action, suit or proceeding arising out of or relating to these Terms and Conditions or any purchase of Products, (b) consents to the exercise of personal jurisdiction thereover and venue in the Courts and hereby waives any objection and defense to the exercise of personal jurisdiction or venue, (c) covenants that it will not commence any action, suit or proceeding arising out of or relating to these Terms and Conditions or any purchase of Products, except in the Courts, and (d) agrees that (i) any action brought in contravention of this Section 20 is subject to dismissal at any time and at any stage of the action, suit or proceeding, and no action taken by WRT in defending, counterclaiming or appealing shall be construed as a waiver of this right to immediate dismissal and (ii) Buyer shall, if Buyer brings an action in contravention of this Section 20 be liable to WRT for the costs, expenses and attorneys' fees incurred in successfully dismissing the action or successfully transferring the action to the Courts. No provision of this Section 20 shall be

construed, however, to affect the right of Buyer or WRT to enforce a judgment rendered by the Courts in any other jurisdiction.