

VANIR INSTALLED SALES, LLC

PURCHASE ORDER TERMS AND CONDITIONS

Construction Materials Supply

1. ACCEPTANCE AND ENTIRE AGREEMENT

This Purchase Order, including these Terms and Conditions, constitutes the entire agreement between Buyer and Seller for the purchase of construction materials, supplies, and related goods described herein. Seller's acknowledgment, acceptance of payment, commencement of performance, or shipment of any goods shall constitute acceptance of this Purchase Order and all Terms and Conditions contained herein. Any terms or conditions in Seller's quotation, invoice, acknowledgment, or other documentation that are inconsistent with or in addition to these Terms and Conditions are hereby expressly rejected and shall not become part of this agreement.

2. PRICE AND PAYMENT TERMS

2.1 Price. The price for all goods shall be as stated on the face of our Purchase Order. Unless otherwise specified, prices include all applicable taxes, duties, packaging, insurance, and transportation costs to the specified delivery location. Seller warrants that the prices charged are no higher than those charged to any other customer for similar quantities of similar goods.

2.1.1 Purchase Order Price Discrepancy Notification

Prior to the shipment of any materials, Seller shall notify Buyer in writing of any discrepancy, error, or dispute with respect to the pricing, quantities, or terms set forth in the Purchase Order. Sellers shall not ship materials until such discrepancy has been reviewed and resolved by both parties. Upon receipt of Seller's written notification, Buyer shall issue a revised Purchase Order reflecting the agreed upon pricing and terms prior to the release of shipment. Shipment of materials by Seller without prior written notification of any known discrepancy shall constitute Seller's acceptance of the terms, pricing, and quantities as set forth in the original Purchase Order. Buyer shall bear no obligation to honor any pricing or term deviations identified by Seller after materials have been shipped.

2.2 Payment Terms. Payment terms are Net Sixty (60) days from the date of receipt of a proper invoice. Invoices shall be submitted at the time of delivery and must reference this Purchase Order number, itemized description of goods delivered, unit prices, extended totals, and applicable tax amounts. Invoices not conforming to these requirements may be returned for correction without obligation for timely payment.

2.3 Invoicing. Seller shall submit invoices at the time of delivery to the delivery location specified on this Purchase Order. Each delivery must be accompanied by a packing slip and delivery receipt. Payment shall not constitute acceptance of goods or waive any rights Buyer may have regarding defective, damaged, or non-conforming materials. Seller shall submit a valid invoice to Buyer within thirty (30) days of the date of delivery of the goods and/or services specified herein. Failure by Seller to submit such invoice within the prescribed thirty (30) day period shall constitute a waiver of Seller's right to payment and any associated right of recovery with respect to the applicable delivery.

2.4 Invoice Discrepancies. In the event of a deviation between the Purchase Order issued by Buyer and any invoice submitted by Seller, the terms, pricing, and quantities set forth in the Purchase Order shall prevail and govern. Upon identification of an invoice discrepancy, Buyer shall provide written notice of such discrepancy to Seller. Seller shall issue a credit to Buyer for the full amount of the discrepancy within forty-eight (48) hours of receipt of Buyer's written discrepancy notice. Failure by Seller to issue said credit within the prescribed forty-eight (48) hour period shall constitute a material breach of these terms and conditions.

3. DELIVERY AND SHIPPING

3.1 Delivery Requirements. Time is of the essence with respect to delivery. Seller shall deliver all goods to the location specified on this Purchase Order on the exact delivery date requested by our field management personnel. The delivery date provided on the Purchase Order is provided as a courtesy or a window of opportunity to deliver. Delivery shall not be made before the requested delivery date without prior written authorization from Buyer. Vanir Installed Sales, LLC shall not be responsible for any goods delivered prior to the requested delivery date stated on this Purchase Order. Early deliveries made without prior written authorization may be refused, returned at Seller's expense, or held at Seller's risk until the requested delivery date. Early deliveries accepted by Buyer shall not accelerate payment terms, which shall remain calculated from the originally requested delivery date. Seller shall provide Buyer with reasonable advance notice of anticipated delivery, including estimated time of arrival. Deliveries shall be made during normal business hours unless otherwise agreed in writing.

3.1.1 Delivery and Freight Charges. Buyer shall be invoiced for one (1) delivery fee per delivery to a single community or project site. In the event that Seller delivers materials to multiple drop-off locations within the same community or project site, Seller shall not assess additional delivery fees for each individual drop-off location. All deliveries within the same community or project site shall be deemed a single delivery event for the purpose of freight and delivery charge calculations.

Pallets:

Buyer shall not be responsible for any pallet fees, pallet deposits, or pallet exchange charges. All costs associated with pallets, including but not limited to the use, return, or exchange thereof, shall be the sole responsibility of the Seller.

3.2 Risk of Loss. Title to and risk of loss for all goods shall pass to Buyer upon delivery and acceptance at the specified delivery location, provided that delivery was made on the requested delivery date stated on this Purchase Order and not before. For any goods delivered prior to the requested delivery date without Buyer's prior written authorization, risk of loss shall remain with Seller until the requested delivery date, regardless of whether Buyer has accepted physical possession of such goods. Seller shall bear all risk of loss or damage to goods until delivery is properly completed in accordance with these terms.

3.3 Packaging and Protection. Seller shall properly package, mark, and ship all goods in accordance with industry standards for construction materials to prevent damage during transit and handling. All goods must be adequately protected from weather, moisture, physical damage, and contamination. Packaging materials shall be suitable for the type of product and mode of transportation.

3.4 Shipping Documentation. Each shipment shall include a packing slip itemizing contents, Purchase Order number, and lot or batch numbers where applicable. Material Safety Data Sheets (MSDS/SDS), certificates of compliance, and mill certifications shall accompany goods where required by specification or applicable regulation.

4. INSPECTION AND ACCEPTANCE

4.1 Inspection Rights. Buyer shall have a reasonable period, not to exceed fifteen (15) calendar days from delivery, to inspect all goods for conformance to specifications, damage, defects, and quantity verification. Buyer reserves the right to reject any goods that are defective, damaged, non-conforming, or delivered in excess of ordered quantities.

4.2 Delivery Condition Requirements. All construction materials shall be delivered in undamaged, merchantable condition suitable for their intended use. Materials must be free from defects including, but not limited to: physical damage, warping, cracking, discoloration, moisture damage, rust, corrosion, contamination, and manufacturing defects. Materials not meeting these requirements are subject to rejection.

4.3 Rejection and Remedies. Upon rejection of any goods, Buyer shall notify Seller within a reasonable time, and Seller shall, at Buyer's option: (a) promptly replace rejected goods at no additional cost to Buyer; (b) issue full credit for rejected goods; or (c) refund the purchase price. Seller shall bear all costs associated with the return, replacement, or disposal of rejected goods, including freight, handling, and restocking.

4.4 Returns. Seller shall retrieve all approved return items within seventy-two (72) hours of receipt of Buyer's written notice of return. Failure by Seller to retrieve the applicable return items within the prescribed seventy-two (72) hour period shall not constitute any obligation or liability on the part of Buyer to replace, retain, or otherwise remain responsible for said items. Buyer's obligation with respect to the returned items shall be deemed fulfilled upon issuance of written notice of return, regardless of Seller's failure to retrieve.

Furthermore, Seller shall issue a credit to Buyer in the full amount of the returned items within seventy-two (72) hours of receipt of Buyer's written notice of return. Failure by Seller to issue said credit within the prescribed period shall constitute a material breach of these terms and conditions.

5. WARRANTIES

5.1 Express Warranties. Seller expressly warrants that all goods delivered under this Purchase Order shall: (a) conform to all specifications, drawings, samples, and descriptions provided; (b) be new, of first quality, and free from defects in materials and workmanship; (c) be merchantable and fit for their intended purpose in construction applications; (d) comply with all applicable federal, state, and local laws, codes, and regulations; and (e) be free from any liens, security interests, or encumbrances.

5.2 Warranty Period. All warranties shall survive inspection, acceptance, and payment and shall extend for the greater of: (a) one (1) year from the date of delivery; (b) the manufacturer's standard warranty period; or (c) any warranty period specified in applicable construction specifications or building codes.

5.3 Manufacturer Warranties. Seller shall assign and transfer to Buyer all manufacturer warranties applicable to the goods. Seller shall provide Buyer with all documentation necessary to enforce such warranties.

6. COMPLIANCE AND QUALITY ASSURANCE

6.1 Regulatory Compliance. All goods shall comply with applicable building codes, OSHA regulations, EPA requirements, and industry standards including, where applicable, ASTM standards, ANSI specifications, and local building authority requirements.

6.2 Certifications. Upon request, Seller shall provide certificates of compliance, test reports, material certifications, and other quality documentation verifying that goods meet specified requirements.

7. INDEMNIFICATION AND LIABILITY

7.1 Indemnification. Seller shall defend, indemnify, and hold harmless Buyer, its officers, directors, employees, agents, and customers from and against any and all claims, damages, losses, costs, and expenses (including reasonable attorneys' fees) arising from or related to: (a) defects in goods supplied; (b) breach of any warranty; (c) Seller's negligence or willful misconduct; (d) infringement of any patent, trademark, copyright, or other intellectual property right; or (e) violation of any applicable law or regulation.

7.2 Insurance. Seller shall maintain adequate commercial general liability, product liability, and workers' compensation insurance coverage. Upon request, Seller shall provide certificates of insurance evidencing such coverage.

8. CHANGES AND CANCELLATION

8.1 Changes. Buyer may, by written notice, make changes to delivery schedules, quantities, shipping instructions, or specifications. If such changes affect the cost or time of performance, an equitable adjustment shall be negotiated in good faith.

8.2 Cancellation. Buyer may cancel this Purchase Order or any part thereof upon written notice to Seller. Upon cancellation, Buyer's liability shall be limited to payment for conforming goods delivered and accepted prior to cancellation, less any damages or amounts owed to Buyer.

9. FORCE MAJEURE

Neither party shall be liable for delays or failures in performance resulting from acts of God, war, terrorism, labor disputes, government actions, or other causes beyond the reasonable control of the affected party. The affected party shall promptly notify the other party of such circumstances and make reasonable efforts to mitigate the effects thereof.

10. DISPUTE RESOLUTION AND GOVERNING LAW

10.1 Governing Law. This Purchase Order shall be governed by and construed in accordance with the laws of the State of North Carolina, without regard to conflicts of law principles.

10.2 Dispute Resolution. Any dispute arising under this Purchase Order shall first be subject to good faith negotiation between the parties. If resolution cannot be achieved within thirty (30) days, either party may pursue available legal remedies in a court of competent jurisdiction.

11. GENERAL PROVISIONS

11.1 Assignment. Seller shall not assign this Purchase Order or any rights or obligations hereunder without Buyer's prior written consent.

11.2 Waiver. No waiver of any provision of this Purchase Order shall be effective unless in writing. Failure to enforce any provision shall not constitute a waiver of future enforcement.

11.3 Severability. If any provision of these Terms and Conditions is found to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

11.4 Notices. All notices shall be in writing and delivered to the addresses shown on this Purchase Order.

11.5 Survival. Provisions relating to warranties, indemnification, limitation of liability, and confidentiality shall survive the completion or termination of this Purchase Order.

ACKNOWLEDGMENT AND ACCEPTANCE

By signing below, Seller acknowledges receipt of this Purchase Order and agrees to be bound by all Terms and Conditions set forth herein.

BUYER:

Vanir Installed Sales, LLC

235-A E. Market St.

Smithfield, NC 27577

SELLER:

Company Name: _____

Point of Contact: _____

Address: _____

Telephone: _____

Email: _____

Signature: _____ Title: _____

Printed Name: _____ Dated: _____