

TERMS AND CONDITIONS OF SALE

For Sales of Materials, Products, and Related Services

These terms and conditions of sale (these “Terms”) apply to all quotes, orders, invoices, sales, deliveries, and related transactions for the purchase of any Materials or Services by any customer (“Customer”) from Superior Roof Metals (“Superior Roof” or “Company”), unless otherwise expressly stated or agreed in a written agreement signed by Company and Customer. Any placement of an order for, or any purchase of, or use of, any Materials or Services from Company constitutes Customer’s agreement to all terms and conditions contained in these Terms. Customer’s terms and conditions shall not apply to any transaction and are expressly rejected, regardless of when submitted.

“Materials” means any goods, products, parts, fabricated items, custom orders, special orders, and related items sold or supplied by Company. “Services” means any services performed by or on behalf of Company. “Order” means any quote accepted by Customer, purchase order accepted by Company, invoice, sales order, or other written confirmation of sale.

1. Quotes, Orders, and Acceptance

Quotes are estimates unless expressly stated as firm and are subject to change without notice for any reason, including availability, supplier pricing, freight, tariffs, taxes, specifications, and other conditions. An Order is accepted only when Company confirms acceptance, begins procurement, allocates inventory, begins fabrication, schedules delivery, or issues an invoice. Customer is responsible for verifying all quantities, dimensions, specifications, finishes, materials, drawings, field conditions, delivery addresses, and Order details before approval.

2. Prices, Taxes, and Payment Terms

Unless otherwise stated in writing, prices exclude all sale, use, value added, or excise taxes and any other taxes or duties, and all freight, delivery, packaging, handling, storage, permits, inspections, insurance, and other charges or fees.

Unless otherwise stated in writing, Company may change prices for any Materials or Services whose estimated delivery date is more than 90 days after the date set forth in the applicable Order, by giving Customer prior notice. If because of any price increase Customer does not wish to purchase such Materials or Services, Customer may, as its sole remedy, cancel its Order for such Materials or Services, to the extent not previously fulfilled, by providing Company within 10 days of Customer’s receipt of the notice of change in price.

All payments are due from Customer on date of invoice, unless Company approves credit terms in writing. Approved credit accounts are due Net 30 from invoice date. Company may change, suspend, or revoke credit terms at any time based on account history, payment risk, or business judgment. All payments should be remitted to the address shown on the statement or invoice, including Customer account number and/or invoice number to ensure appropriate application. A twenty-five dollar (\$25.00) fee will be charged for all returned checks. Payments may be made by check, money order, credit card or electronic transfer in U.S. funds. All payments and credit memoranda will be credited to Customer’s account.

Payments may be applied to the oldest outstanding invoices first, except that checks or remittances expressly identifying specific invoice numbers may be applied to those invoices at Company’s discretion. Past due amounts shall accrue service charges at the rate of 1.5% per month (18% per annum) or the maximum rate permitted by law, whichever is less. Customer is responsible for all collection costs, reasonable attorney fees, court costs, and related expenses incurred to collect unpaid amounts, to the extent permitted by law.

3. Deposits, Advance Payments, and Cancellations

Company may require a deposit or advance payment to reserve, order, allocate, fabricate, procure, schedule, or otherwise commit Materials for Customer. Deposits and advance payments must be paid when required, and Company is not obligated to begin or continue performance until required funds have cleared.

Once paid, deposits are non-refundable to the extent permitted by California law. If Customer cancels, changes its mind, fails to complete the purchase, fails to timely provide required information or approvals, refuses delivery, or otherwise does not proceed after a deposit is paid, Company may retain the deposit as a reasonable estimate of Company’s costs, vendor charges, administrative expenses, lost opportunity, restocking charges, fabrication costs, procurement commitments, storage costs, freight charges, and other damages resulting from the cancellation or nonperformance.

Company may, in its discretion, review cancellation requests on a case-by-case basis, but any accommodation does not waive Company’s rights or create an obligation to grant similar accommodations in the future.

4. Customer Information, Approvals, and Change Orders

Customer must promptly provide complete and accurate specifications, drawings, measurements, approvals, jobsite requirements, access information, and other information needed for the order. Company may rely on information provided by Customer or Customer’s agents. Changes requested after acceptance are subject to Company approval and may result in price increases, delay, additional deposits, or cancellation charges.

5. Delivery, Pickup, Risk of Loss, and Storage

Delivery dates are estimates only unless Company expressly guarantees a date in writing. Company is not liable for delays caused by suppliers, carriers, labor conditions, weather, force majeure events, customer delays, inspections, permit issues, or other circumstances beyond Company's reasonable control. Risk of loss passes to Customer when Materials are delivered, picked up, loaded, or otherwise pass into Customer's or Customer's carrier's possession, whichever occurs first.

If Customer fails to take delivery or pickup when Materials are ready, Company may assess reasonable storage, handling, redelivery, or administrative charges. Storage by Company does not make Company an insurer of the Materials.

6. Inspection, Claims, and Shortages

Customer must inspect Materials immediately upon delivery, pickup, or receipt. Claims for visible damage, defects, shortages, incorrect items, or delivery discrepancies must be reported in writing within 48 hours after receipt unless a shorter period is stated on the delivery documents. Claims for latent defects must be reported in writing within 5 business days of discovery. Claims not timely reported are deemed waived. Customer must preserve the Materials, packaging, labels, and documentation for inspection and may not return or dispose of any Materials without Company's prior written authorization.

7. Returns and Non-Returnable Materials

Returns require Company's prior written authorization and are reviewed on a case-by-case basis. Approved returns must be in new, unused, unaltered, resalable condition, in original packaging where applicable, and received by Company within 30 days after Customer received the Materials unless Company approves otherwise in writing. Restocking, handling, freight, and administrative charges may apply.

Custom orders, special orders, fabricated items, cut-to-size Materials, non-stock Materials, discontinued items, altered Materials, installed Materials, used Materials, damaged Materials, or Materials not in resalable condition are non-returnable and non-refundable, except as required by applicable law or expressly approved by Company in writing.

8. Limited Warranty, Disclaimers, and Liability Cap

Company will use commercially reasonable efforts to provide Materials that conform to the applicable order documents. Any manufacturer warranty is passed through to Customer to the extent available, and such pass-through warranty is Customer's sole warranty remedy for any Materials covered by a manufacturer warranty. Except as expressly stated in writing, COMPANY EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, CONFORMITY WITH DESCRIPTION OR SAMPLE, CARE AND SKILL, OR NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS. COMPANY DOES NOT WARRANT THAT MATERIALS WILL MEET CUSTOMER'S REQUIREMENTS OR BE SUITABLE FOR ANY PARTICULAR APPLICATION.

TO THE FULLEST EXTENT PERMITTED BY LAW, COMPANY'S TOTAL AGGREGATE LIABILITY FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THESE TERMS, ANY ORDER, MATERIALS OR SERVICES, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, WILL NOT EXCEED THE LESSER OF (A) THE TOTAL PURCHASE PRICE PAID BY CUSTOMER FOR THE SPECIFIC MATERIALS OR SERVICES GIVING RISE TO THE CLAIM, OR (B) THE AMOUNTS ACTUALLY RECEIVED BY COMPANY FROM CUSTOMER IN THE 12 MONTHS PRECEDING THE CLAIM. COMPANY WILL NOT BE LIABLE FOR LOST PROFITS, LOST REVENUE, LOSS OF USE, COST OF SUBSTITUTE GOODS OR SERVICES, DELAY DAMAGES, LIQUIDATED DAMAGES, CONSEQUENTIAL DAMAGES, INCIDENTAL DAMAGES, SPECIAL DAMAGES, PUNITIVE DAMAGES, OR OTHER INDIRECT DAMAGES, EVEN IF COMPANY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES WERE FORESEEABLE.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, SO THE FOREGOING LIMITATIONS MAY NOT APPLY TO YOU.

9. Customer Responsibility and Indemnity

Customer is solely responsible for determining whether Materials are suitable for Customer's intended use, jobsite conditions, code requirements, plans, specifications, and installation methods. Unless separately agreed in writing, Company is not responsible for engineering, design, code compliance, installation, field measurements, or suitability of Materials for a particular project. Company's provision of technical assistance, recommendations, or information does not create any warranty or liability. Customer agrees to defend, indemnify, and hold Company and its officers, directors, employees, and agents harmless from any claims, damages, losses, costs, and expenses (including reasonable attorney

fees) arising from Customer's specifications, misuse, installation, handling, storage, modification, or use of any Materials or Services, except to the extent caused by Company's gross negligence or willful misconduct.

10. Ownership of Company Materials

To the extent any Materials sold by Company contain proprietary content belonging to Company and/or its licensors, unless ownership or a license for use is specifically granted to Customer in writing, Company and/or its licensors shall own and retain all right, title and interest in and to such proprietary content and all related intellectual property rights, and nothing in these terms will provide to Customer any license or right to any proprietary content or intellectual property rights of Company and/or its licensors, by implication, estoppel, or otherwise.

11. Compliance with Laws; Resale and Export Limitations

Customer shall use all Materials and Services in conformity with all applicable laws of the United States, or of the jurisdictions in which they were obtained or are used, including all applicable economic sanctions, import, and export control laws of such jurisdictions and of the United States. Customer shall obtain all permits, licenses and other documentation required in connection with the purchase, installation, sale, export, shipment, import or use of any Materials. Customer shall not divert or transship any Materials, or permit anyone else to do so, other than within the country of destination specified in our shipping order or permit anyone else to do so. In particular, but without limitation, Materials may not be imported from, transferred, exported or re-exported (a) into, or to a national, resident or entity of any country that is subject to a U.S. Government, EU or UN embargo, sanctions or export restrictions or (b) to anyone on, or owned and controlled by a party on, the United States Treasury Department's list of Specially Designated Nationals, List of Foreign Sanctions Evaders, or Sectoral Sanctions Identification List, or the U.S. Department of Commerce Denied Persons List, Unverified List, or Entity List or anyone listed under EU restrictive measures or UN sanctions (collectively "Restricted Parties"). By purchasing our Materials or Services, Customer represents and warrants that it is not located in, under control of, or a national or resident of any such country or on any such list of Restricted Parties.

Customer agrees that the purchase of our Materials and Services is solely for Customer's use and benefit for the normal and ordinary use and intended purpose and acknowledges and agrees that Customer shall not sell, rent, lease, loan, or export any Materials or Service to any other person including distributors.

12. Confidentiality

Without the prior written consent of a duly authorized representative of Company, except as required by law or judicial process in a competent jurisdiction, Customer shall not, and Customer shall cause its representatives not to disclose to any third party any pricing information or any other information provided to Customer by or on behalf of Company on a confidential basis. Customer agrees that any breach of this commitment will result in irreparable and continuing damage to Company for which there may be no adequate remedy at law, and Company shall be entitled to seek injunctive relief and/or a decree for specific performance in addition to any other remedy to which it may be entitled.

13. Force Majeure and Supply Conditions

Company is not liable for any failure or delay caused by events beyond its reasonable control, including without limitation supplier shortages, transportation delays, labor disruptions, weather, fire, flood, acts of God, epidemic, accidents, government action, tariffs, import/export restrictions, market shortages, equipment failures, cyber incidents, or other force majeure events. Company may allocate limited Materials among customers in a commercially reasonable manner.

14. Limitation on Causes of Action

Customer agrees that any cause of action against Company arising out of the purchase or sale of any Materials or Services governed by these Terms shall be brought or commenced within one (1) year of the date the cause of action occurred; otherwise, it shall be barred. This limitation does not apply to those claims brought pursuant to the written limited warranty.

15. Governing Law, Venue, and General Provisions

These Terms are governed by California law, without regard to conflict-of-law. Any dispute arising out of or relating to these Terms, any Order, or any Materials or Services shall be resolved exclusively in the state or federal courts located in the county where Company's principal place of business is located, and Customer irrevocably submits to the personal jurisdiction of such courts and waives any objection to venue. If any provision is held unenforceable, the remaining provisions remain in effect, and the unenforceable provision will be modified to the minimum extent necessary to make it enforceable. Company's waiver of any breach or accommodation in any instance does not waive any other rights or future enforcement.

16. Assignment

Customer may not assign any of its rights and obligations under these Terms or any agreement between Customer and Company which incorporates these Terms without the prior written consent of Company; provided, however, that

Customer may assign such agreement including these Terms without Company's prior written consent to any person or entity that acquires all or substantially all of the assets of Customer's business, provided that any such assignee shall assume all obligations and liabilities of Customer under such agreement and these Terms. These Terms shall be binding upon and inure to the benefit of Customer and Company and their respective successors and permitted assigns.

17. Severability

If any part of these Terms is unlawful, void, or unenforceable, that part will be deemed severable and will not affect the validity and enforceability of the remaining provisions.

18. Waiver

The failure of Company at any time or times to require performance of any provision hereof shall in no manner affect its right at a later time to enforce the same unless the same is waived in writing. Company reserves all rights not expressly granted herein.

19. Customer Authorization

Customer authorizes Company to supply missing information and correct obvious errors in any Order and associated documentation, including typographical errors. Customer agrees to execute revisions, prepared in good faith by Company, to Customer's Order or other documentation to correct any errors or deficiencies.

20. Modification of these Terms

Company reserves the right to modify these Terms at any time by either sending notice of new terms to Customer or by making any revised terms available on Company's website.

21. Entire Agreement

These Terms, any Order, and any documents referred to in or which reference these Terms constitute the entire agreement with respect to the sale of Materials and/or Services and supersede all prior or contemporaneous communications, representations, and agreements, whether oral or written. These Terms may not be contradicted, explained, or supplemented by evidence of any prior agreement, any contemporaneous oral agreement, or any consistent additional terms. Any Order, acceptance, confirmation, or other writing submitted by Customer that includes any terms that add to, vary from, or conflict with these Terms are hereby rejected and shall have no effect, and such submission shall constitute Customer's acceptance of these Terms in their entirety.