

## Terms and Conditions of Sale

Sales of products (“**Products**”) or services (“**Services**”) by Alexandria to Customer are governed by these terms and conditions of sale (“**Terms**”), unless the parties have entered into a mutually executed written agreement containing terms and conditions applicable to this transaction. Acceptance by Customer of delivery of any product or service from Alexandria indicates acceptance of these Terms. Acceptance by Alexandria of Customer’s purchase order is expressly limited to and conditioned upon Customer’s acceptance of these Terms. Any additional, different, inconsistent or conflicting terms and conditions on or contained in Customer’s purchase order or any other document issued by Customer at any time are hereby expressly rejected and shall be inapplicable to any sale made hereunder and shall not be binding in any way on Alexandria. These Terms may only be modified, waived, or amended by a writing signed by Alexandria. As used herein, the term “**Customer**” shall mean the party issuing the purchase order to Alexandria for the Products or Services (or otherwise ordering or purchasing the Products or Services from Alexandria in the event no purchase order is issued), regardless of whether or not the Customer is the end user of the Products or Services, and the term “**Alexandria**” shall mean Alexandria Moulding, Inc. or Moulure Alexandria Moulding, Inc., as the case may be as set forth on the order acknowledgement or invoice for the applicable Products or Services.

1. **ORDERS.** Acceptance of an order by Alexandria will arise only when Alexandria confirms the Customer’s order in writing or determines execution of the Customer’s order has started. After acceptance by Alexandria, Customer’s orders shall not be subject to cancellation by Customer. Any change in product specifications, quantities, destinations, shipping schedules, or any other aspect of the scope of good must be agreed to in writing by Alexandria and may result in a price and delivery adjustment by Alexandria.

2. **INSPECTION AND CLAIMS.** Customer is responsible to check each delivery of Products, specify in writing any nonconformity (including shortage or damage), and provide notice of rejection of nonconforming Products to the delivery carrier (whether Alexandria’s delivery driver or third-party carrier, as applicable) before such carrier leaves Customer’s premises (or, with Alexandria’s prior written approval, within 24 hours after such carrier leaves Customer’s premises), except that for any nonconformity that could not be discovered upon delivery (including latent and hidden defects), Customer must provide notice of any such latent or hidden nonconformity by the end of the second business day after the date of delivery. In the event inspection, notice and rejection is not performed in accordance with this Section, Customer will be deemed to have accepted the Products as delivered, and Alexandria will have no liability whatsoever for nonconforming Products. Customer must retain nonconforming Products for inspection by Alexandria for at least two weeks after notifying Alexandria of the nonconformity, or longer if requested by Alexandria, and, if requested by Alexandria, return such Products to Alexandria. Physical acceptance by Alexandria of returned Products shall in no way be deemed an agreement by Alexandria of any claim of nonconformity by Customer. Alexandria shall have a reasonable time after receipt of the allegedly nonconforming Products to inspect and test the Products and, to the extent Products are determined to be nonconforming, to repair or replace the Products or refund the purchase price, with the remedy to be selected by Alexandria in its sole discretion as the sole and exclusive remedy of Customer and liability of Alexandria.

3. **RETURNS.** All Product returns must be pre-approved by an Alexandria manager or sales representative (and, if required by Alexandria, submitted on Alexandria’s website for approval) and returned in accordance with Alexandria’s then current return conditions and requirements. Non-stocked, special-order items or altered Products or materials cannot be returned. In no event will any Product returns be accepted by Alexandria more than 120 days after delivery. Any chargeable pallet may be returned for credit upon Alexandria pre-approval, provided it is in usable condition. Customer must complete a Return Material Authorization (RMA) if requested by Alexandria, and only Products listed on the relevant RMA or otherwise authorized to be returned by Alexandria will be collected and returned. Customer is responsible for all freight and transportation related costs and all handling and restocking charges imposed by Alexandria with respect to returned Products. Neither Alexandria’s drivers nor any third-party carriers will be responsible for an accurate count of returned Products; all returns are subject to inspection at Alexandria’s designated return facility. If returned Products are deemed by Alexandria to be unsaleable upon return, the Products will be disposed of by Alexandria at Alexandria’s sole discretion and not returned to Customer, and Alexandria shall have no liability whatsoever with respect to such returned Products.

4. **DESIGN RELATED LIMITATIONS.** Any and all Services (including design, sizing, consulting and engineering-related services) provided by Alexandria with respect to Products are based solely on the information provided to Alexandria. Any incomplete information and/or substitutions may alter the intended performance of any products specified in any service, design or drawing. Alexandria is not responsible for construction means, methods, techniques, sequences, procedures or safety precautions or programs, and Customer or its other contractors shall at all times retain exclusive control over and final approval of, and shall be solely responsible for, such construction.

5. **DISCLAIMER OF WARRANTY.** NO WARRANTIES WHATSOEVER (INCLUDING RELATING TO PRODUCTS AND SERVICES PROVIDED OR DELIVERED BY ALEXANDRIA) ARE MADE BY ALEXANDRIA OR ANY PERSON ON ALEXANDRIA’S BEHALF, AND ALEXANDRIA DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED CONDITION OR WARRANTY OF MERCHANTABILITY, NONINFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE, WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE. CUSTOMER IS RESPONSIBLE FOR DETERMINING THE PRODUCTS AND SERVICES IT CHOOSES TO PURCHASE, FOR WHAT

PURPOSES THOSE PRODUCTS AND SERVICES WILL BE USED AND WHETHER THOSE PRODUCTS CAN BE USED IN COMBINATION WITH OTHER MATERIALS. CUSTOMER AGREES THAT IT IS NOT RELYING ON THE SKILL OR JUDGMENT OF ALEXANDRIA OR ANY OF ITS EMPLOYEES OR AGENTS TO SELECT OR FURNISH PRODUCTS OR SERVICES SUITABLE FOR ANY PARTICULAR PURPOSE OR IN COMPLIANCE WITH ANY PLANS OR SPECIFICATIONS. Customer may receive a warranty, if any, on Products or Services directly from the original manufacturer of those Products or provider of those Services to the extent such "pass-through" warranties are available and transferrable to Customer. Upon the request of Customer, Alexandria will use commercially reasonable efforts to inform Customer of the warranty of a particular Product manufacturer or Service provider, or to direct Customer to a source of such information. Written notice of any warranty claim must be provided in accordance with the original manufacturer's warranty and to Alexandria within the time specified in such manufacturer's warranty, and, if requested by Alexandria, Customer must afford Alexandria a reasonable opportunity to inspect the Products or Services in unaltered condition and evaluate the claims in accordance with procedures specified in the original manufacturer's warranty. Customer's sole and exclusive remedies for any warranty claim shall be limited to claims against the original manufacturer for those express remedies which may be available to Customer pursuant to any such manufacturer's warranty, if any.

**6. LIMITATIONS OF LIABILITY.** ALEXANDRIA AND ITS AFFILIATES SHALL NOT BE LIABLE FOR CONSEQUENTIAL, SPECIAL, INDIRECT OR INCIDENTAL DAMAGES OR FOR ANY DIMINUTION IN VALUE OR ANY LOSS OF USE, PROFITS, REVENUE, OPPORTUNITY, CAPITAL, FINANCING, PRODUCT OR BUSINESS OPPORTUNITY, AND ALEXANDRIA'S CUMULATIVE LIABILITY ARISING OUT OF THESE TERMS SHALL IN NO EVENT EXCEED IN THE AGGREGATE THE PURCHASE PRICE PAID TO ALEXANDRIA BY CUSTOMER FOR THE SPECIFIC PRODUCT OR FOR THE SERVICES GIVING RISE TO THE LIABILITY. THIS SECTION SHALL APPLY NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THESE TERMS OR OTHERWISE AND REGARDLESS OF WHETHER LIABILITY OR REMEDIES ARISE IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, WHETHER ACTIVE, PASSIVE, SOLE, JOINT OR CONCURRENT) STRICT LIABILITY, PRODUCTS LIABILITY, PROFESSIONAL LIABILITY, INDEMNITY, CONTRIBUTION, STATUTE OR ANY OTHER THEORY OR CAUSE OF ACTION, WHETHER SUCH DAMAGES WERE FORESEEABLE OR WHETHER OR NOT THE CUSTOMER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**7. GOVERNING LAW.**

(a) If Alexandria is incorporated or organized in the United States, the following shall apply: These Terms and the transaction between Customer and Alexandria hereunder are governed by and construed and interpreted in accordance with the laws of the State of Georgia without giving effect to its conflicts of law principles. Customer agrees that any action relating to or arising out of these Terms or the transaction between Customer and Alexandria shall be litigated in the Superior Court of Fulton County, Georgia, or the United States District Court for the Northern District of Georgia. Customer hereby consents to venue and submits to the personal jurisdiction of such courts.

(b) If Alexandria is incorporated or organized in Canada, the following shall apply: These Terms and the transaction between Customer and Alexandria hereunder are governed by and construed and interpreted in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein, without giving effect to its conflicts of law principles. Customer agrees that any action relating to or arising out of these Terms or the transaction between Customer and Alexandria shall be litigated in the courts situated in the city of Toronto, and Customer waives objection to the venue of any proceeding in such courts or that such courts provide an inconvenient forum.

**8. ASSUMPTION OF RISK.**

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE CUSTOMER ASSUMES ALL RISK AND LIABILITY FOR THE RESULTS OBTAINED BY THE USE OF THE PRODUCT IN THE PRACTICE OF ANY PROCESS, WHETHER IN TERMS OF GENERAL EFFECTIVENESS, SUCCESS OR FAILURE, AND REGARDLESS OF ANY ORAL OR WRITTEN STATEMENTS MADE BY ALEXANDRIA, BY WAY OF TECHNICAL ADVICE OR OTHERWISE, RELATED TO THE USE OF THE PRODUCT.

**9. MISCELLANEOUS.** If any provision of these Terms is held by a court of competent jurisdiction to be unenforceable, the remaining provisions of these Terms shall remain in full force and effect. These Terms are binding upon and shall inure to the benefit of the respective successors and permitted assigns of the parties. These Terms shall not be altered or interpreted by any course of dealing between Alexandria and Customer or industry practice. These Terms, together with Alexandria's final quote, order acknowledgment and invoice, constitute the entire agreement between the parties with respect to, and supersede all prior representations and agreements concerning, the subject matter hereof. No failure or delay by either party in exercising any right, power, or privilege under these Terms shall operate as a waiver or preclude the exercise of any other or further right, power, or privilege hereunder. The use of "including" and similar words and phrases shall be deemed to mean "including but not limited to," and are used in an illustrative sense and not a limiting sense, and the words "herein," "hereof," "hereto," and "hereunder" refer to these Terms as a whole. Customer shall not disclose the terms of the sale of Products or Services by Alexandria to any third party. Customer may not transfer or assign these Terms, whether by operation of law or otherwise, without the prior written consent of Alexandria. Any legal action against Alexandria or any of its affiliates must be instituted within one (1) year after delivery of the Products or performance of Services giving rise to the action. The

United Nations Convention for the International Sales of Goods does not apply to any transaction and/or purchase of product between Alexandria and Customer. All headings are for convenience only, and shall not be used to interpret these Terms. These Terms shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted.

(Rev. August 2024)