

WALLSHELL PRODUCT  
PURCHASE TERMS AND CONDITIONS

1. GENERAL. The Walpanel Inc. or the seller (the "Seller"), trading as Wallshell fiber cement board and fiber cement composite exterior wall cladding products, identified on the attached purchase order (the "PO") shall provide the purchaser identified on the PO (the "Buyer") all goods, products and/or materials (collectively, the "Products") set forth in the PO, any written instructions or schedules supplied by Buyer herewith, or issued by Buyer pursuant hereto, in accordance with the terms and conditions set forth herein this agreement (the "Agreement"). Collectively Seller and Buyer are referred to as (the "Parties").
2. SCOPE OF AGREEMENT. If the Parties have executed a written agreement that is intended to govern the purchase of the Products described on this PO, then such agreement shall control the purchase of such Products described on this PO, and these terms and conditions shall not apply. Otherwise, this Agreement constitutes the complete and final agreement between Buyer and Seller with respect to the Products, and no agreement not mutually agreed to or other understanding in any way purporting to modify or rescind this Agreement shall be binding upon Parties unless otherwise agreed to by Parties in writing. If Seller has submitted a bid or proposal that contains any terms or conditions that are different from, in addition to, or inconsistent with the terms and conditions herein, and Buyer expressly rejects such terms and conditions, then the terms and conditions of this Agreement shall govern. Any acceptance by Buyer of Seller's bid or proposal is expressly made conditional on Seller's assent to all terms and conditions of this Agreement.
3. PURCHASE ORDER. (a) This Agreement shall be deemed to be accepted by Seller as of the earliest date on which Seller signs the PO; or either, (i) in writing, or by conduct agrees to provide the Products; (ii) consents to the Agreement by means of electronic signature; or (iii) commences providing any part of the Products, at which point and on which date a legally binding contract between the Parties as to the Agreement comes into existence. (b) Acceptance of this Agreement constitutes acceptance of all Specifications, terms, and conditions herein. (c) Any addition to or modification of any terms or conditions of this Agreement by Seller is to be construed as a proposal for additions to this Agreement. (d) Unless otherwise in a written agreement, this PO constitutes a complete and entire PO that is independent from any other PO. (e) Seller reserves the right to accept or decline, in whole or in part, any order for Products placed by the Buyer. This right is not affected by any previous conduct or previous PO supplies.
4. BUYER'S OBLIGATION. (a) The Buyer warrants to Seller that all specifications, drawings, and other design information ("Specifications") provided to Seller for the design, selection, manufacture, fabrication, and supply of Products are accurate and correct and suitable in all respects for the Products' intended use for the Products. (b) If the Buyer or their users provides Seller with any Specifications, Seller has relied upon those Specifications in making any recommendation. If any Specifications provided are incorrect or incomplete, Seller is not liable for any failure of the Products to perform arising from incorrect selection of Products, incorrect method of installation, or abnormal damage rate of Products raised from users on-site fabrication or installation practices. (c) If the Buyer has any doubts as to the accuracy or completeness of the Specifications provided to Seller, the Buyer must ensure that Seller is provided with full, correct information (and the opportunity to revise any recommendations) prior to accepting any Quote. (c) The Buyer agrees or shall reach an agreement with their users that the installer shall repair or replace the modular, components, or panels of exterior cladding panel assemblies that they would have installed but failed in materials or workmanship with specified warranty period.
5. PRICE. All prices are C.I.F. of Seller's plant unless otherwise specifically set forth on the face side hereof. Unless specifically set forth in PO signed otherwise the prices stated are subject to change in the event of (a) alterations in Specifications, quantities, designs, or delivery schedules; (b) increases in the cost of fuel, power, material supplied, or labor; and/or (c) foreign or domestic legislation enacted by any level of government, including tax legislation which increases the cost of producing, warehousing or selling the Products purchased hereunder.
6. PAYMENT. Unless agreed otherwise, the purchase is payable in cash, or Irrevocable Standby Letter Of Credit in the following terms: twenty five percent (25%) of total payment will be paid as deposit for engineering and product design and drawings; twenty five percent (25%) of total payment will be paid by the date of manufacturing; twenty five percent (25%) of total payment will be paid by the date of shipping off the departing port; and twenty five percent (25%) of total payment will be paid within the seven (7) days after the date of Buyer's acceptance of Products.
7. DELINQUENCY. Buyer agrees to pay a delinquency charge of one point five percent (1.5%) of the unpaid outstanding balance per month or if such rate shall exceed the maximum rate allowed by applicable law, then a delinquency charge calculated at such maximum rate on the outstanding balance not paid when due, from the date such balances were due until payment with respect thereof is made in full. If, in Seller's opinion, the financial condition of Buyer at any time does not justify continuance of production or shipment on the terms of payment specified, Seller may require full or partial payment in advance. Seller reserves the right to employ whatever means as appears appropriate to collect accounts over 30 days past due and to add the cost of collection including attorney fees to the amount due.
8. WARRANTY. The foregoing warranty specifically set forth in this PO signed is expressly in lieu of all other warranties, expressed or implied. All other warranties, expressed or implied, including any warranty of merchantability or fitness

for a particular purpose not expressly herein this PO, are hereby excluded. No affirmation of seller, by words or action, other than as set forth in this foregoing warranty specifically attached in this signed PO shall constitute a warranty. Products which may be sold by Seller but which are not manufactured by seller are not warranted by seller, but are sold only with the warranties, if any, of the manufacturers thereof. Seller's product warranties sets out instructions on how to make a claim, and is available at <https://www.wallshell.com/product-warranties>.

9. **LIMITATION OF LIABILITY.** (a) In the event any Products supplied by Seller under this Agreement being defective, to the extent permitted by law, the liability of Seller, if any, shall be limited to removal and replacement of such defective material. (b) To the extent permitted by law, Seller's liability under any condition or warranty which cannot legally be excluded is limited to: (i) the replacement of the Products; (ii) the repair of the Products if applicable; (iii) the payment of the cost of replacing the Products; or (iv) the payment of the cost of having the Products repaired if applicable. (c) If any Products to be supplied by Seller under these Terms fail to conform in a material respect with the Specifications then: (i) Seller is not liable unless the Buyer notifies Seller of the failure within ten (10) days after the date of delivery of the Products; and (ii) the liability of Seller is in any case limited as set out in this clause. (d) Where the Buyer acquires Products from Seller for the purpose of on-supplying to another person ("consumer"), Seller shall not be liable for any Consequential Loss suffered by the Buyer unless otherwise stated in a contract or agreement. (e) The provisions of this clause are subject to the provisions of any statutory condition or warranty which cannot legally be excluded. (f) Seller shall not be liable for, and is hereby indemnified by the Buyer in respect of, any claims made by the Buyer or any third party which arise from any defects which may develop in the Products due to: (i) any faulty storing, handling or installation of the Products by the Buyer or any third party; (ii) incorrect or deficient preparation work by the Buyer or any third party; or (iii) the Products not being installed in accordance with Seller's the then current version of installation manual.
10. **DISCLAIMER OF CONSEQUENTIAL AND INCIDENTAL DAMAGES.** In no event should seller be liable for consequential or incidental damages arising out of or in connection with this agreement including without limitation breach of any obligation imposed on seller hereunder or in connection herewith. The remedy under the warranty provision is limited to repair or replacement. Consequential damages for purposes hereof shall include, without limitation, loss of use, income or profit or losses sustained as the result of injury (including death) to any person or loss of or damage to property (including without limitation, property handled or processed by the use of the goods). Buyer shall indemnify Seller against all liability, cost or expense that may be sustained by Seller on account of any such loss, damage or injury.
11. **CONSEQUENTIAL LOSS.** In no event should seller be liable for loss beyond the normal measure of direct damages and includes without limitation and whether or not such loss would be within the normal measure of direct damages, indirect loss (including loss arising from delays in the delivery of Products), loss of profit, loss of revenue, loss of business, loss of actual or anticipated savings, loss of bargain, loss of business reputation, loss of use, cost of capital or costs of substitute goods, facilities or services and loss of opportunity (including opportunities to enter into arrangements with third parties).
12. **ACCEPTANCE OF GOODS, DELIVERY AND SHIPMENT.** Seller accepts full responsibility for the completeness and accuracy of all transport and customs documentation ("Shipping Documents") provided to Buyer. Seller accepts any liabilities resulting from incomplete or inaccurate data on Shipping Documents or failure to comply with any import or export requirements. Upon buyer's receipt of the bill of lading, buyer shall immediately inspect the Products. Unless Buyer provides Seller with written notice of any claim or shortages of or defects in the Products seven (7) days after receipt of shipment, such Products shall be deemed finally inspected, checked and accepted by Buyer. In the absence of shipping and packing instructions, Seller shall use its own discretion in choice of carrier and method of packing. Seller shall not be responsible for insuring shipments unless specifically requested by Buyer and any insurance so requested shall be at Buyer's expenses and valuation. Seller expressly reserves the right to overship or undership Products by up to twenty (20%) percent.
13. **TITLE AND RISK OF LOSS.** Title to any Products sold and risk of loss of such Products passes to Buyer upon delivery by Seller to carrier, and any claims for losses or damages of Products shall be made by Buyer directly to carrier.
14. **CREDIT TERMS.** All orders and shipments shall at all times be subject to the Buyer's credit score check and the approval by Seller's. The Seller reserves the right to decline to make shipment whenever, for any reason, there is doubt as to Buyer's financial responsibility and Seller shall not in such event be liable for breach or nonperformance of this Agreement in whole or in part.
15. **SECURITY INTEREST.** To secure prompt payment of the purchase price for the Products identified on this PO hereof, Buyer hereby grants to Seller a purchase money security interest in the Products purchased from Seller and all proceeds thereof (the "Collateral"). Buyer agrees to execute and deliver to Seller UCC-1 financing statements, together with any and all other documents, and shall take such other action, as may be required to perfect Seller's security interest in the Collateral.

16. **COSTS OF COLLECTION.** If, at any time or times, Seller incurs legal expenses or other costs of expenses in connection with: (i) any litigation, contest, suit, dispute, proceeding or action in any way relating to the Collateral; (ii) any attempt by Seller to enforce any rights of Seller against Buyer or any other person which may be obligated to seller hereunder, or (iii) any attempt to inspect, verify, protect, preserve, restore, collect, sell, liquidate or dispose of the Collateral; then, in any such event, the expenses and costs (including attorney's fees) relating to any of the foregoing events or actions shall be payable by Buyer on demand to Seller and shall be considered additional obligations hereunder secured by the Collateral. Seller reserves the right to revoke any credit extended to Buyer at any time, because of Buyer's failure to pay for any Products when due or deemed Products and sufficient in Seller's opinion.
17. **TAXES.** All the stated prices of the Products do not include transportation taxes and sales, use, excise, import or any similar tax or other governmental charge arising pursuant to or in connection with the sale, purchase, processing, delivery, storage, use, consumption, performance or transportation of the Products. Buyer is responsible for payment of any transportation taxes, and any present or future sales, use, excise, import or any similar tax or other governmental charge applicable to the Agreement and to the sale and/or furnishing of the Products. Any sales, use or similar taxes, export charges, fees or other levies, taxes or surcharges now or hereafter imposed in connection with the production, sale, delivery, use or proceeds of the Products herein specified, except for taxes on Seller's net income, shall be payable by Buyer, and if such taxes or fees are paid or are required to be paid by Seller, the amount thereof shall be added to and become part of the price payable by Buyer hereunder, unless Buyer provides Seller with a valid tax exemption certificate.
18. **PACKAGING.** Prices stated are based on Seller's standard packaging. Seller reserves the right of packaging the Products in pallets, bulk or individual cartons. Packaging will be standard commercial package and acceptable to commercial carrier. Special customer packaging will be furnished only when specified and so stated herein, and the cost thereof shall be borne by Buyer.
19. **FORCE MAJEURE.** Seller will not be liable for its failure to perform under the Agreement, including, without limitation, the failure to deliver the Products, due to circumstances beyond its control, including, without limitation, fire, flood, earthquake, pestilence or similar catastrophe; war, act of terrorism, or strike; lack or failure of transportation facilities, shortage of suitable parts, materials or labor; any existing or future law, rule, regulation, decree, treaty, proclamation, or order of any governmental agency; inability to secure fuel, materials, supplies, equipment or power at reasonable prices or in sufficient amounts; act of God or the public enemy; or any other event or cause beyond Seller's reasonable control, including, without limitation, any delay caused by Buyer (each, a "Force Majeure Event"). In any of such Force Majeure Event, Seller may, at its option, and without liability, cancel all or any portion of this Agreement and/or extend any date upon which any performance hereunder is due.
20. **SHIPPING DATES.** All shipping dates are approximate, and are based upon current availability of materials, present production schedules, and prompt receipt of all necessary information. Seller will not be liable for any damage, loss, fault, or expenses arising out of delays in shipment or other nonperformance of this Agreement caused by or imposed by Force Majeure defined herein.
21. **CANCELLATION AND CHANGES.** Orders cannot be cancelled or modified, or shipment deferred after acceptance of Buyer's order by Seller, except with Seller's written consent and subject to reasonable charges for expenses incurred and work executed by Seller or its suppliers. Buyer shall be obligated to accept any portion of the Products shipped or delivered by Seller pending Seller's written approval of cancellation. Orders for custom made material may not be cancelled after Seller has been in production unless Seller agrees in writing.
22. **TERMINATION.** (a) A party (Non-defaulting Party) may terminate these Terms at any time by written notice to the other party (Defaulting Party) if any of the following apply: (i) the Defaulting Party fails to carry out any provision of these Terms; (ii) an order for payment is made or judgment for an amount exceeding \$10,000 is entered or signed against the Defaulting Party which is not satisfied within seven (7) days; (iii) the Defaulting Party suspends or delays payment of its debts; (b) These Terms may be terminated by Seller at any time effective immediately upon the giving of notice if a change occurs in the Buyer's circumstances which, in Seller's reasonable opinion, may have a material adverse effect on the Buyer's ability to comply with its obligations under these Terms. (c) If the Buyer is the Defaulting Party, Seller may, at its option, exercise any or all of the following rights in addition to any other rights it may have under these Terms or at law: (i) suspend deliveries of further Products to the Buyer whether under these Terms or otherwise; and/or (ii) withdraw any credit facilities and require immediate payment of all moneys owed to Seller by the Buyer. (d) The Defaulting Party will be responsible for, and will indemnify the Non-Defaulting Party against, any damages, costs, losses and expenses, incurred by the Non-Defaulting Party as a result of the breach or event.
23. **RETURNED PRODUCTS.** Delivered Products returned to Seller require prior written approval from Seller before such goods will be accepted. Shipping, handling, inspection, restocking and invoicing charges will be assessed and directly deducted from Buyer's credit or payment, plus any outgoing packing and freight expenditures paid by Seller. All returns allowed must be shipped to Seller designated location and must be in excellent resale condition. Products processed to Buyer's Specifications and/or customizations are not returnable.

24. **NO WAIVER.** Forbearance or failure of Seller to enforce any of the terms and conditions stated herein, or to exercise any right accruing from default of Buyer, shall not affect or impair Seller's rights arising from such defaults; nor shall forbearance or failure be deemed a waiver of Seller's rights in case of any subsequent default of Buyer.
25. **SEVERABILITY.** If any provision of this Agreement is unenforceable or invalid, this Agreement shall be interpreted and enforced to the greatest extent possible as if the unenforceable provision or portion had never been a part hereof.
26. **ASSIGNMENT.** This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of buyer and Seller provided, however, that buyer may not assign or transfer this Agreement, in whole or in part, except upon the prior written consent of Seller.
27. **CONFIDENTIALITY.** Proposals, drawings, Specifications, testing reports and technical data furnished to Buyer by Seller will: (a) be retained in confidence; (b) remain the exclusive property of Seller; (c) not be disclosed by Buyer to third parties or used in any manner not authorized by Seller; and (d) be returned to Seller upon request.
28. **PRODUCT SUITABILITY.** Products sold by Seller are designed to meet stated codes, standards and regulations. Because local safety standards and regulations may vary significantly, Seller cannot guarantee that the Products meet all applicable requirements in each locality. Buyer assumes responsibility for compliance with such safety standards and regulations in the localities in which the Products will be shipped, sold and used. Before purchase and use of any Products, Buyer should review the product application, and national and local codes and regulations, and verify that the use and installation of the Products will comply with them.
29. **BUYER'S ACKNOWLEDGEMENTS** (a) The Buyer acknowledges and agrees that it will read, understand and will make it available to its customers and installers to read, understand and follow the then current version of Products' installation manuals which are published on Seller's website at the time of application of Products. (b) The Buyer acknowledges that it has read the then current version of Products' material safety data sheet ("MSDS") documents which are published at the time of application on Seller's website and will make it available to its customers and installers prior to on-supplying the Products. (c) The Buyer indemnifies Seller from and against any loss, damage, injury or death arising from any failure of the Buyer, its customers or installers to comply with the MSDS document or any breach of this clause; (d) The care should be taken to avoid damage to the ends, edges and surfaces of the Products. The Buyer indemnifies Seller from and against any loss or damage arising from such damage to the Products unless such loss or damage is caused solely by Seller's negligent act or omission. (e) Seller does not guarantee color consistency for any Products supplied as color variations can be caused by various factors which are beyond Seller's control.
30. **GOVERNING LAW.** This Agreement shall be construed in accordance with and governed by the laws of the State of Maryland without regard to its conflict of law provisions. All actions or proceedings arising directly or indirectly herefrom shall be litigated only in the courts of the State of Maryland or United States federal courts located therein and the Parties hereby consent to the jurisdiction and venue of such courts.
31. **ALTERNATIVE DISPUTE RESOLUTION.** (a) Any dispute or claim arising from or relating to this Agreement or performance under it shall be resolved amicably through discussions between Buyer and Seller attempting in good faith to negotiate a resolution thereof; provided, however, that either buyer or Seller may seek injunctive relief from a court of proper jurisdiction where appropriate, in order to maintain the status quo while this procedure is being followed. If the Parties fail to resolve any dispute arising under this Agreement, either party may seek arbitration as follows: (i) By written notice to the other party, submitting the dispute to binding arbitration, in accordance with the then-current Expedited Commercial Arbitration Rules under the American Arbitration Association ("AAA"), each party to bear equally the costs of the arbitration provided, however, that the other party may agree or refuse to participate in such arbitration. (ii) If the Parties are not successful in resolving the dispute through self-help or one of the Parties refuses to participate in arbitration, the dispute shall be resolved by litigation. (b) Any claim submitted to arbitration must be governed by the Expedited Commercial Rules of the AAA: except that (i) the locale of any arbitration will be in Maryland or agreed to by the Parties in writing, (iii) the arbitration panel will consist of a single arbitrator, selected pursuant to the rules of the AAA, (iv) the language of the arbitration must be in English, (v) any arbitration award must state the arbitrator's material findings of fact and conclusions of law, (vi), a party may seek preliminary injunctive or other equitable relief from any court of competent jurisdiction to preserve the status quo pending establishment of an arbitration panel,
32. **ENTIRE CONTRACT.** Upon Seller's acceptance of buyer's PO attached, the product warranty attached, the terms and conditions set forth herein shall constitute the entire agreement between Buyer and Seller and no statement, correspondence, sample or other terms shall modify of effect terms hereof.