

TERMS AND CONDITIONS

The undersigned VENDOR and BUYER hereby agree as follows:

1. EXCLUSIVE AGREEMENT:

- 1.1. This materials-supply contract is entered into between Structurlam Mass Timber Corporation (“Vendor”) and customer referenced on the attached purchase agreement (Buyer) (referred to herein individually as “Party,” and together as “Parties”). Together, the terms and conditions below and the attached purchase agreement constitute the full agreement between the Parties (“Agreement”).
- 1.2. The Parties agree that any alternative, different or additional terms or conditions referenced or proposed by Buyer by any other means (e.g., correspondence, purchase order) or at any time are rejected by Vendor, unless agreed to by both Parties in writing and incorporated into this Agreement.
- 1.3. Vendor will sell, and Buyer will purchase, the goods and/or services specified in the Agreement. The Parties agree that the goods or services to be provided by Vendor under this Agreement are completely and exclusively reflected in the Agreement (“**Goods or Scope of Work**”).

2. GOODS AND SCOPE OF WORK:

- 2.1. The Scope of Work reflected in the Agreement defines and limits the work or services to be provided by Vendor, and Vendor is not required to perform any additional work or services unless agreed to by both Parties in writing. Buyer agrees and understands that the Scope of Work is based on information provided by Buyer at the time of bid. In accordance with the Delivery Schedule and based on the attached architectural or structural design information (“Project Drawings”) (Attachment A), Vendor will prepare shop drawings for review and approval by Buyer (“Shop Drawings”). After Buyer approves, Shop Drawings shall become final (“Final Shop Drawings”). Buyer is solely responsible for any changes to Final Shop Drawings (e.g., additional costs, expenses) and agrees that any such changes, including as to quantity or schedule, shall constitute a change order subject to approval by Vendor. Buyer is solely responsible for the accuracy and completeness of the Final Shop Drawings.

3. DELIVERY:

- 3.1. Subject to Buyer’s timely performance, the Goods shall be delivered by Vendor to Buyer at the location(s) and time(s) specified in the Agreement or Attachment B (the “**Delivery Schedule**”). In the event Buyer fails to satisfy its obligations under the Delivery Schedule, then Vendor’s obligations under the Delivery Schedule shall be extended automatically for a reasonable period of time.

4. ACCEPTANCE, TITLE, AND RISK OF LOSS:

- 4.1. Vendor will deliver the Goods FOB to the delivery destination specified in the Agreement or a different location agreed to in writing by both Parties.
- 4.2. At the time of delivery, Buyer shall inspect the Goods to verify the quantity, quality and nature of the Goods. If the Goods do not materially comply with the Agreement and prior to installation, Buyer shall have the right to reject any such non-complying Goods at the time of delivery and Vendor shall be responsible for paying the shipping costs of replacement Goods. Any Goods that are not rejected at the time of delivery shall be deemed accepted by Buyer.
- 4.3. Title and risk of loss and responsibility for care, custody, and control shall transfer immediately to Buyer upon delivery of the Goods.

5. DELAYS:

- 5.1. Vendor shall deliver the Goods required by this Agreement pursuant to the Delivery Schedule. However, if Vendor’s performance is delayed due to causes beyond the reasonable control of (and cannot be mitigated or avoided by reasonable actions taken by) Vendor (each, an “**Excused Delay Event**”), then Vendor shall be entitled to an extension of the applicable delivery dates equal to the period of time that Vendor is actually unable to perform as a result of such Excused Delay Event.

- 5.2. In the event that Buyer is delayed and/or unable to accept delivery of the Goods in accordance with the Delivery Schedule at the job site, Buyer must promptly make arrangements for delivery and acceptance of the Goods at an alternative location and time acceptable to Vendor. Buyer is solely responsible for all additional costs, including storage and transportation, caused by any such delay. Buyer must provide notice of any delay to Vendor immediately upon discovering that Buyer's performance may be delayed. If timely notice of delay is provided, Vendor agrees to make a good faith to accommodate any delays by storing goods for a period of up to 14 days at no charge to Buyer.
- 5.3. In the event of delay caused by Buyer, Vendor at its sole discretion may choose to store the Goods and Buyer hereby agrees to pay a reasonable storage fee ("Storage Fee"). The Parties shall meet and confer in good faith on the daily amount of the Storage Fee.
- 5.4. Buyer acknowledges that Vendor has reserved its facilities to manufacture the Goods for the benefit of Buyer ("**Production Window**"). In the event of delay caused by Buyer, Vendor may suffer damages or losses due to the inability to manufacture the Goods during the Production Window. Buyer agrees to pay all damages or losses suffered by Vendor as a result of missing the Production Window.

6. CONTRACT PRICE, INVOICING AND PAYMENTS TERMS:

- 6.1. The Buyer agrees to pay in full the purchase price specified in the Agreement ("Contract Price"). The Contract Price includes all shipping costs and any other applicable charges specified in the Agreement.
- 6.2. By no later than the Effective Date, Buyer agrees to pay forty percent of the Contract Price as a non-refundable deposit. The remainder of the Contract Price shall be paid within thirty days (30) of invoicing, subject to approved credit by Vendor. In the event credit is not approved by Vendor, the Buyer shall make alternative payment arrangements that are acceptable to Vendor. In the event alternative payments terms are not approved by Vendor, Vendor retains the right to cancel the Agreement.
- 6.1. Vendor shall send to Buyer all invoices to the address specified in the Agreement. Buyer shall pay Vendor's charges, fees and costs in accordance with the instructions provided by Vendor (e.g., deposits, wire transfer). Regardless of any delay in delivery or acceptance of the Goods, Buyer agrees to pay the invoiced amounts in full within thirty (30) days of the date of invoice, and invoices shall be sent by Vendor to Buyer on the delivery date(s) set forth in the Delivery Schedule.

7. WARRANTY:

- 7.1. The "**Warranty Period**" means a period of twelve (12) months beginning on the delivery date(s).
- 7.2. Vendor represents and warrants that, during the Warranty Period, all Goods provided under this Vendor's Agreement shall: (i) conform to the specifications identified in the Agreement; (ii) be free of manufacturing defects; and (iii) be of good material and workmanship.
- 7.3. With respect to CrossLam CLT products, if any Goods fail to meet project specifications based on the North American PRG 320 Manufacturing Standard (APA PR-L314) and the Structurlam Technical Design Guide during the Warranty Period, Buyer shall promptly provide notice to Vendor and Vendor shall repair or replace any Goods determined by a third party to be non-conforming. Failure to provide notice to Vendor within ten (days) of the date that any defect was discovered or should have been discovered voids all applicable warranties.
- 7.4. With respect to GlulamPlus products, if any Goods fail to meet project specifications based on the CSA 0122/ANSI 190.1 Manufacturing Standards, as applicable, and the Structurlam Technical Design Guide during the Warranty Period, Buyer shall promptly provide notice to Vendor and Vendor shall repair or replace any Goods determined by a third party to be non-conforming. Failure to provide notice to Vendor within ten (days) of the date that any defect was discovered or should have been discovered voids all applicable warranties.
- 7.5. Vendor is not responsible for any costs or damages relating to removing or installing any non-conforming Goods.
- 7.6. Vendor will pay for all costs of shipping non-confirming Goods.

8. CHANGES:

- 8.1. Buyer may request changes to the Agreement at any time, subject to Vendor's written approval. Vendor shall, in good faith, consider any such request made by Buyer and shall not unreasonably withhold approval of a change request made by Buyer. Buyer and Vendor agree to confer in good faith about any change request, including adjustments to the Scope of Work, Contract Price or Delivery Schedule.

9. CANCELLATION:

9.1. Buyer acknowledges that the subject matter of the Agreement is a custom manufactured product. In the event that Buyer cancels the Agreement for any reason, Buyer shall be liable to Vendor for: (i) any Goods that have already shipped or been delivered to Buyer, (ii) all unfinished Goods that remain a work in progress, and (iii) all work, fees, costs, losses, and general and special damages, including damages relating to missing the Production Window.

10. LIMITATION OF LIABILITY:

10.1. Vendor is not responsible for any damages or liable in any way whatsoever based on or relating to Buyer's handling, care of, or installation of the Goods.
10.2. Notwithstanding any other provision of this Agreement, Vendor's liability relating in any way whatsoever to this Agreement shall not exceed the Contract Price.

11. LIEN WAIVER

11.1. If requested by Buyer, Vendor agrees to execute an appropriate lien waiver(s) after it receives payment for the Goods.

12. DISPUTE RESOLUTION:

12.1. The Parties to agree to resolve all disputes via binding arbitration. Prior to initiating any arbitration, Buyer and Vendor shall endeavor to resolve any dispute arising under or relating to this Vendor's Agreement through good faith negotiations. Senior executives or principals from each side must participate in the negotiations. If a dispute cannot be resolved through such negotiations within 30 days, either party may initiate binding arbitration by giving notice to the other party.
12.2. As to projects located in Canada, the arbitration shall take place in Vancouver, British Columbia. As to projects located in the United States, the arbitration shall take place in San Francisco, California at the office of the American Arbitration Association. U.S. arbitration proceedings shall follow the Commercial Arbitration Rules of the American Arbitration Association in effect at the time of the dispute, except to the extent of conflicts between the Commercial Arbitration Rules of the American Arbitration Association and the provisions of this Vendor's Agreement, in which event the provisions of this Vendor's Agreement shall prevail.

13. GOVERNING LAW:

13.1. This Agreement shall be governed by and construed in accordance with the laws of the State of California for projects located in the United States, and under the laws of British Columbia, Canada for all projects located in Canada, all without regard to any conflicts of laws rules that might apply.

14. MISCELLANEOUS:

14.1. Nothing contained in this Vendor's Agreement will be deemed to be construed by the Parties as creating a partnership, agency relationship, or joint venture between the Parties. Further, the Parties acknowledge and agree that Vendor is not, and shall not become pursuant to this Vendor's Agreement, a subcontractor of Buyer.
14.2. This Vendor's Agreement represents the entire and integrated agreement between Buyer and Vendor and supersedes all other offers, purchase order forms, acknowledgements, correspondence, negotiations, representations or agreements, either written or oral with respect to the Goods.
14.3. The Parties agree that no provision of this Agreement shall be construed against one party based on that Party's role in drafting this Agreement.
14.4. All changes or amendments to this Agreement must be in writing and signed by both Parties.

Attachment A – Specification Drawings

Attachment B – Delivery Schedule