

Strand™ Purchase Order Terms and Conditions

1. **Invoices and Payment:** Seller shall submit invoices to Buyer in a timely manner. Buyer shall pay Seller within thirty (30) days of receipt of Seller's invoice.

2. **Delivery:** Unless otherwise stated on the face of this Order, the delivery terms shall be Ex-works – Seller's facility, in accordance with the most recent edition of Incoterms.

3. **Warranty:** Seller warrants that Goods manufactured by Seller shall be of good quality and free of defects in materials and workmanship. The warranty period shall be twelve (12) months from the date of installation or eighteen (18) months from the date of shipment, whichever is earlier. In the event any Goods provided hereunder are found to be defective within the warranty period, Seller shall, at its option, either repair or replace such defective Goods in accordance with the original delivery terms, or refund the purchase price for such defective Goods. Seller warrants that Services provided hereunder shall be performed in a professional and workmanlike manner consistent with applicable and generally acceptable industry standards. The warranty period shall be twelve (12) months from the date of completion. In the event any Services provided hereunder are shown to be defective within the warranty period, Seller shall, at its option, either re-perform such defective Services or refund the amounts paid by Buyer for such defective Services. Notice of a claim under this warranty must be provided to Seller in writing by Buyer prior to the expiration of the applicable warranty period. Seller shall have a reasonable period to investigate. With respect to Goods manufactured or supplied by others, Seller shall use reasonable efforts to assign all applicable manufacturers' warranties to Buyer, or otherwise ensure that such warranties are for the benefit of Buyer. It is expressly understood that Seller makes no performance guarantee and that Seller cannot guarantee that failure will not occur, as Seller has no control over the operation of the Goods or the conditions under which the Goods are subjected in service. The above warranties shall not apply where failure is due to causes other than defective materials and workmanship, including without limitation faulty installation by others, normal wear and tear, improper operation, excessive temperatures or pressures, corrosion, mechanical abuse, and operation at conditions more severe than specified. Buyer's remedies for defective Goods or Services shall be limited to the remedies set forth herein. Seller disclaims all other warranties of any kind, express or implied, including without limitation the implied warranties of merchantability and fitness for a particular purpose. Seller's total liability for claims related to defective Goods or Services shall be limited to the Order value of such defective Goods or Services.

4. **Consequential Damages:** Notwithstanding anything contained herein, in no event shall Seller be liable to Buyer in any action or claim based on incidental, exemplary, special, punitive, indirect, or consequential damages, including but not limited to loss of profit, loss of revenue, loss of product, loss of use, business interruption, facility downtime, or for loss of data, technology, rights, or services. These limitations shall apply whether the liability is based in contract, warranty, tort (including negligence and strict liability), statute, or otherwise. In no event shall Seller be liable for liquidated damages or other damages attributable to delay.

5. **Limitation of Liability:** Seller's total cumulative liability in connection with this Order shall not exceed the Order price.

6. **Default:** If Buyer is in default of its obligations under this Order, including without limitation if Buyer fails to pay Seller's invoices when due, Seller shall have the right to (1) suspend performance of the Order until Buyer's default has been cured or (2) terminate this Order. In either event, Buyer shall pay Seller for all costs, expenses, and damages incurred due to such default, suspension, and/or termination. These remedies shall be in addition to any remedies available to Seller at law or in equity.

7. **Changes:** The Parties may agree in writing, without invalidating this Order, to make changes in the Goods or Services consisting of additions, deletions, or other revisions, with the Order price and time for completion being adjusted accordingly. No change shall be valid unless expressly agreed to in writing by both Parties.

8. **Entire Agreement:** This Order constitutes the entire agreement and understanding between Seller and Buyer with respect to the Goods and/or Services and supersedes all prior proposals, negotiations, agreements, and understanding related to the Goods and/or Services, except as otherwise explicitly made a part of this Order, and may not be contradicted by evidence of prior or subsequent oral agreements between Buyer and Seller. Any terms and conditions set forth in any document of Buyer's, including without limitation Buyer's purchase order or order confirmation, are hereby rejected by Seller and are null and void, except to the extent explicitly agreed to in writing by Seller.

9. **Severability:** In case any one or more of the provisions contained in this Order shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Order shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein if to do so will not vitiate the substance of the Order and the remaining provisions shall remain in full force and effect.

10. **Governing Law and Dispute Resolution:** Any dispute arising out of or in connection with this Order shall first be settled through good faith negotiations between representatives of Seller and Buyer. If good faith negotiations fail, the Parties may elect to arbitrate any claims or disputes arising in connection with this Order in accordance with the then current Construction Industry Rules of the American Arbitration Association. Any arbitration hereunder will be held in Harrison, Arkansas, and in the event of litigation, the Parties agree that the venue for any lawsuit shall be in Harrison, Arkansas. This Order shall be governed and construed in accordance with the laws of the State of Arkansas.

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