



Terms and Conditions of Sale

(effective date: March 15, 2021) (US)

LP'S ACCEPTANCE OF BUYER'S PURCHASE ORDER IS EXPRESSLY CONDITIONED ON THESE TERMS AND CONDITIONS OF SALE

- 1. GENERAL PROVISIONS:** These Terms and Conditions of Sale ("TACOS") govern any purchase of goods by buyer (together with its successors, heirs, affiliates, subsidiaries, and permitted assigns collectively, the "Buyer") from Louisiana-Pacific Corporation ("LP"). In the event a written agreement for the supply of goods is executed by authorized representatives of both Buyer and LP ("Supply Agreement"), such Supply Agreement shall supersede these TACOS to the extent of any conflict. Absent a Supply Agreement, these TACOS, together with the provisions contained in LP's order confirmation and invoice, constitute the final, entire, and exclusive agreement between Buyer and LP concerning the sale of goods by LP to Buyer, and supersede all prior oral and written agreements and understandings, whether express or implied, including those implied by law, through usage of trade, course of performance, or course of dealing. Any attempted modification of these TACOS by Buyer, and any additional or different terms included in Buyer's purchase order or other document submitted by Buyer to LP, shall be deemed a material alteration and not a rejection of these TACOS and are hereby rejected by LP even if such purchase order or other document is accepted by LP. Buyer shall be deemed to have agreed to these TACOS upon the earlier of Buyer's (a) execution of a credit application related to the purchase of goods; (b) acceptance of LP's quotation; (c) issuance of a purchase order to LP; (d) acceptance of the delivery of the goods; or (e) use or resale of the goods.
- 2. ACCEPTANCE OF ORDERS:** All orders for goods are subject to acceptance by LP. LP may withdraw goods from sale at any time without notice to Buyer. Orders that do not conform to LP's then-current volume or pricing policies shall be considered rejected without further notice to Buyer required. In the event of shortage of the goods, LP may allocate available goods among customers as and how it sees fit.
- 3. PRICES, TAXES, AND PERMITS:** Prices for the goods shall be the prices stated in LP's price list in effect at the time Buyer's purchase order is accepted, unless otherwise agreed to in writing by LP (e.g., as in LP's order confirmation). Prices exclude all taxes, fees, and duties, including, without limitation, (a) all sales, use, franchise, license, excise, value-added, or other taxes; (b) export or import duties; and (c) inspection fees, all of which shall be paid by Buyer. All prices are subject to change by LP at any time without notice.
- 4. SHIPMENT AND DELIVERY:** All shipping dates are approximate and are dependent upon prompt receipt from Buyer of all information necessary for the proper execution of Buyer's purchase order and subject to LP's acceptance and confirmation. Subject to their availability, LP will use commercially reasonable efforts to deliver the goods timely, but in no event will LP be liable for any costs, charges, expenses, damages (including liquidated damages), or for any penalty for late or delayed delivery. The time of delivery is not of the essence. Unless otherwise agreed to by LP in a written document, all goods shall be shipped F.O.B. LP's facility as stated in the confirmation of Buyer's purchaser order, freight prepaid and added to invoice. Buyer shall reimburse LP for extra freight charges, special packaging, and incidental costs incurred for goods shipped at Buyer's request by means other than LP's customary shipping methods. LP may, in its sole discretion and without liability or penalty, make partial shipments of goods to Buyer and each such partial shipment shall constitute a separate sale. LP shall not be liable for any non-delivery of the goods unless Buyer gives written notice to LP of such non-delivery within fourteen (14) days of the date when the goods would, in the ordinary course of events, have been received. Any liability of LP for non-delivery of the goods shall be limited to replacing the goods within a reasonable time or adjusting the invoice respecting such goods to reflect the actual quantity received.
- 5. TRANSFER OF TITLE AND RISK OF LOSS:** Title and risk of loss passes to Buyer upon delivery of the goods at the delivery destination specified in LP's confirmation of Buyer's purchase order. As collateral security for the payment of the purchase price of the goods, Buyer hereby grants to LP a lien on and security interest in and to all of the right, title, and interest of Buyer in and to the goods until Buyer makes payment for the goods to LP. The security interest granted under this provision constitutes a purchase-money security interest under the Tennessee Uniform Commercial Code.
- 6. INSPECTION, CLAIMS, AND NONCONFORMING GOODS:** All goods must be inspected by Buyer upon receipt. In the event the goods are found to be Nonconforming Goods, as defined herein, Buyer must notify LP in writing within thirty (30) days after Buyer's receipt of such Nonconforming Goods. A failure of Buyer to so notify LP shall constitute a waiver of such a claim. Upon being notified by Buyer of the receipt of Nonconforming Goods, LP will be afforded a reasonable opportunity to investigate the claim and to correct the non-conformance by, in LP's sole discretion, either (a) replacing such Nonconforming Goods; or (b) crediting or refunding the price for such Nonconforming Goods, together with shipping charges incurred by Buyer in connection therewith. In either case, Buyer shall ship the Nonconforming Goods back to LP at LP's reasonable direction and expense. The remedies set forth in this section are Buyer's exclusive remedies with respect to the delivery of Nonconforming Goods. LP will not have responsibility for paying for any costs associated with the use or installation of Nonconforming Goods. For the purposes of this section, "Nonconforming Goods" means any goods received by Buyer pursuant to a confirmed Purchase Order that (a) do not conform to the PID listed in the applicable purchase order; or (b) vary from the quantity of goods ordered by Buyer pursuant to the applicable purchase order. This section does not apply to nonconformities that are subject to an applicable End User Warranty as defined in Section 8.
- 7. TERMS OF PAYMENT:** LP shall send invoices to Buyer's address as specified in Buyer's purchase order or, if mutually agreed by LP and Buyer, by electronic data interchange. Buyer agrees to pay for all goods received by Buyer in full, without offset or deduction, at the prices, for the quantities, and per the payment terms specified on LP's invoice, by check or wire transfer of immediately available funds in the currency specified on LP's invoice and as reasonably directed by LP. Buyer shall notify LP of any dispute with respect to any invoice within the corresponding payment window of such disputed invoice or Buyer waives its right to dispute such invoice. LP may extend credit to Buyer in LP's sole and

absolute discretion and may modify such credit terms at any time. If LP has any doubts with respect to Buyer's financial responsibility, LP may, at its option, require payment for the goods in full prior to shipment or cancel the sale. Time of payment is of the essence and all sums not paid when due shall earn interest at the lesser of 1.5% per month or the highest rate permissible under applicable law, compounded monthly. Buyer shall also reimburse LP for all costs, charges, and expenses, including collection costs and reasonable legal fees, incurred by LP in collecting any past due balances or other amounts owed to LP by Buyer. In the event of Buyer's failure to pay any sum when due, or if LP incurs any collection costs, charges or expenses, any amounts paid by Buyer shall first be applied against interest accrued, then against collection costs, and, finally, to the goods purchased. No acceptance, deposit, or banking of funds by LP shall constitute an accord and satisfaction, regardless of any notations placed on any check, remittance, or correspondence accompanying such funds. In addition to all other remedies available under these TACOS or at law, which LP does not waive by the exercise of any rights hereunder, LP shall be entitled to suspend the delivery of any goods if Buyer fails to pay any amounts when due. Buyer represents and warrants that Buyer is not a "consumer" as defined by any applicable usury or consumer protection laws.

8. **WARRANTIES:** LP extends to certain purchasers and end users of goods it manufactures (collectively, "End Users") written limited warranties as set forth in the applicable limited warranties found at <http://www.lpcorp.com> ("End User Warranty"). If the Buyer is a builder, installer, contractor, or other person purchasing the goods for use or installation, rather than resale, the Buyer is deemed a "retail purchaser" under the End User Warranty and included in End Users subject to the End User Warranty. If Buyer is an End User of the goods, the terms of the applicable End User Warranty shall govern and control, and the remedies set forth in the End User Warranty shall be Buyer's sole and exclusive remedy, and LP's entire liability for, any breach of warranty or other claim. If Buyer is not an End User, LP warrants to Buyer that as of the date of manufacture, such goods materially conform to LP's published specifications in effect as of the date of manufacture and are free from defects in material and workmanship that cause the goods to be unable to perform their intended function. Should any goods sold to Buyer in its capacity as a reseller of the goods be found to not meet the foregoing warranty, LP shall, at LP's sole discretion, furnish a replacement or make a fair allowance therefor; provided, however, that Buyer must provide LP with a written notice of any claim under such warranty within thirty (30) calendar days of Buyer's receipt of the goods and must refrain from resale of the goods. Buyer must afford LP a reasonable opportunity to inspect the goods and evaluate the claim in accordance with procedures customary to the industry. **AS A RESELLER OF THE GOODS, THIS IS BUYER'S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO GOODS PURCHASED FOR RESALE WHICH DO NOT CONFORM TO THE WARRANTY STATED ABOVE. EXCEPT FOR THE LIMITED WARRANTY PROVIDED IN THE PRECEDING SENTENCE, LP MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE GOODS, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE.** Goods manufactured by a third party and sold under such third party's brand are not covered by any warranty issued by LP. To the extent permitted by such third-party manufacturer, LP shall pass through to Buyer any warranty applicable to goods manufactured by such third party and such pass-through warranty shall constitute the exclusive warranty applicable to such third-party goods. Nothing in these TACOS or otherwise shall be construed so as to create or infer any other warranty on the goods.
9. **COMPLIANCE, PRODUCT MODIFICATIONS AND RESHIPMENT:** Buyer shall comply with all applicable laws, rules, guidelines, regulations, and orders ("Laws") in any way relating to Buyer's purchase, ownership, transportation, receipt, handling, exportation, storage, processing, alteration, relabeling, refinishing, reconfiguring, rebranding, repackaging, disposal, or resale of the goods once the goods have been received by Buyer. In the event Buyer modifies, reconfigures, relabels, rebrands, or repackages the goods for resale (including further distribution), then (a) the goods shall be sold under Buyer's brand, (b) any warranty offer by LP to Buyer shall be invalidated, and (c) Buyer shall be solely responsible for any warranty given by Buyer related to such modified, reconfigured, relabeled, rebranded, or repackaged goods and for ensuring such goods comply with all applicable Laws. Buyer acknowledges that the goods are subject to various federal, state, provincial, and local Laws and that the goods are labeled for end use within the jurisdiction in which the goods are delivered to Buyer. If Buyer exports or otherwise ships or sells the goods outside of the jurisdiction of delivery, Buyer shall be solely responsible for complying with all applicable Laws, registrations, labeling and licensing requirements and the costs, expenses, taxes, fees, and duties related thereto.
10. **SAFETY:** LP makes available product literature or information, such as Safety Data Sheets, installation and handling instructions, and labels that include warning, safety, and health information related to the goods furnished hereunder at <https://lpcorp.com/resources/product-literature#> ("Product Literature"). Buyer acknowledges that it has received the Product Literature. Buyer shall (a) familiarize itself with all Product Literature applicable to the goods; (b) adopt and follow safe handling, storage, transportation, use, treatment, and disposal practices with respect to the goods including, without limitation, as consistent with the Product Literature; (c) instruct its employees, independent contractors, agents, and customers of precautions and safe use practices required in connection with the unloading, handling, storage, use, transportation, and disposal of the goods and the information contained in the Product Literature; (d) comply with all applicable safety and environmental Laws applicable to the handling, storage, transportation, use, treatment, and disposal of the goods; and (e) take such action as is necessary to avoid injury or dangers to persons, property, or the environment in its handling, storage, transportation, use, treatment, and disposal of the goods.
11. **CORPORATE POLICIES:** LP has established certain corporate policies regarding environmental, economic, and social responsibility that can be found at <http://www.lpcorp.com>. LP will use commercially reasonable efforts to comply with its own policies; provided, however, that LP will not, under any circumstances, be liable, directly or indirectly, to Buyer or any third party for LP's failure to comply with its corporate policies. LP shall not be bound or required to comply with any code of conduct, sustainability, or other policies of Buyer.
12. **MUTUAL INDEMNIFICATION:** Subject to the terms and conditions of these TACOS, LP and Buyer (each as an "Indemnifying Party") shall indemnify, hold harmless, and defend the other (as "Indemnified Party") against any and all losses, damages, liabilities, claims, actions, judgments, settlements, interest, costs, or expenses of whatever kind, including reasonable professional and legal fees and expenses, that are incurred by Indemnified Party or awarded against Indemnified Party (collectively, "Losses") arising out of any third-party claim alleging (a) material breach or non-fulfillment of any representation, covenant, or obligation set forth in these TACOS by Indemnifying Party; or (b) any negligent or more culpable act or omission of Indemnifying Party, including any reckless or willful misconduct, in connection with the performance of its obligations under this Agreement; or (c) any bodily injury, death of a natural person, or damage to real or tangible personal

property caused by the negligent or more culpable acts or omissions of Indemnifying Party, including any reckless or willful misconduct; or (d) any failure by Indemnifying Party to materially comply with any applicable Law in the performance of its obligations under this Agreement. Notwithstanding anything to the contrary in these TACOS, neither LP nor Buyer, as Indemnifying Party, is obligated to indemnify, hold harmless, or defend the other, as Indemnified Party, against any Losses, whether direct or indirect, if such claim or corresponding Losses arise out of or result from, in whole or in part, the Indemnified Party's (x) negligence or more culpable act or omission including recklessness or willful misconduct; or (y) failure to materially comply with any of its obligations set forth herein; or (z) failure to materially comply with all Laws applicable to the operation of its business, these TACOS, or its performance hereunder. Notwithstanding the foregoing, this section shall not apply to any End User.

13. **CONSEQUENTIAL DAMAGES EXCLUDED:** IN NO EVENT SHALL EITHER LP OR BUYER BE LIABLE TO THE OTHER ON A FIRST-PARTY BASIS FOR ANY LOSS OF USE, REVENUE, OR PROFIT, OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT, OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT EITHER LP OR BUYER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.
14. **INSURANCE:** LP and Buyer each represents and warrants that it is currently insured and that it will maintain, at its own expense, a comprehensive risk management program using a combination of policies issued by financially sound and reputable insurers and self-insured retentions which is sufficient to adequately protect against the risks associated with its ongoing business, including the risks which might possibly arise in connection with the transactions governed by these TACOS.
15. **FORCE MAJEURE:** LP will not be liable or deemed to be in breach of these TACOS for any delay or failure to perform any or all of its obligations because of fire, explosion, accident, earthquake, hurricanes, tornadoes, flood, unusually severe or abnormal weather, epidemic or pandemic, war, invasion, hostilities, or threat of war, riots or other civil unrest, terrorist threats or acts, acts of God, act of any governmental authority or agent, local, state or national emergency, revolution, insurrection, restraints or delays affecting transportation service providers or interruption of or delay in transportation of goods, lockouts, strikes or other labor disputes, shortage of materials or raw materials, inability or delay in obtaining supplies of adequate or suitable materials at a reasonable price, telecommunication breakdown or power or other utility outage, or any other circumstance or event, of the same nature as the foregoing or otherwise, that is beyond the reasonable control of LP regardless of whether such circumstance or event was foreseeable or not (a **"Force Majeure Event"**). If LP is rendered unable to carry out any or all of its obligations under these TACOS because of the happening of a Force Majeure Event, then LP shall give notice to Buyer (**"Force Majeure Notice"**) and, upon the giving of such notice, the obligations of LP shall be suspended for as long as may be necessary under the circumstances. If the Force Majeure Event lasts longer than thirty (30) days from the date of the Force Majeure Notice, LP and Buyer both have the right to cancel each or all of Buyer's previously accepted and confirmed purchase orders by giving notice to the other within forty-five (45) days of the date of the Force Majeure Notice.
16. **INTELLECTUAL PROPERTY RIGHTS:** All intellectual property rights related to the goods are either the sole and exclusive property of LP or LP is an authorized licensee thereof. Buyer shall not receive any intellectual property ownership or licensing rights with respect to the intellectual property related to the goods. Buyer shall not analyze or otherwise examine, or allow to be analyzed or examined, any of LP's goods for the purpose of reverse engineering the formulations for such goods. Buyer shall not modify, reconfigure, relabel, rebrand, or repackage the goods or remove any trademarks from or other markings on the goods without the express written consent of LP.
17. **CONFIDENTIALITY:** Any nonpublic, confidential, or proprietary information disclosed by LP to Buyer in any form, regardless of whether or not such information is marked or identified as "confidential", including any special pricing, discounts, or rebates offered to Buyer, is confidential, solely for the use of performing these TACOS, and may not be disclosed by Buyer to any third party, except where required by law, unless authorized in advance by LP in writing, where permitted by law. This section does not apply to information, other than personal information, that is in the public domain, known to Buyer at the time of disclosure, or rightfully obtained by Buyer on a non-confidential basis from a third party.
18. **AUDIT:** Unless permitted by LP in writing, Buyer shall have no rights to audit or inspect LP's facilities, records, and/or operations. If LP agrees to Buyer's request to audit or inspect LP's facilities, records, and/or operations, such audit or inspection shall be conducted at Buyer's sole expense and LP shall exclusively control the conditions, scope, and parameters of such audit or inspection, including the time and location.
19. **DISPUTE RESOLUTION; CLASS ACTION WAIVER:** EXCEPT FOR WARRANTY CLAIMS UNDER THE END USER WARRANTY, WHICH ARE GOVERNED BY THE TERMS OF THE END USER WARRANTY, AND EXCEPT FOR INDIVIDUAL, NONCONSOLIDATED CLAIMS FOR DAMAGES LESS THAN THE JURISDICTIONAL LIMIT FOR CLAIMS MADE IN SMALL-CLAIMS COURT IN THE JURISDICTION WHERE THE GOODS ARE DELIVERED (A **"SMALL CLAIM"**), ALL DISPUTES OR CLAIMS ARISING OUT OF OR RELATED TO THESE TACOS (A **"DISPUTE"**) SHALL, TO THE EXTENT PERMITTED BY APPLICABLE LAWS, BE SUBJECT TO FINAL AND BINDING ARBITRATION INITIATED AND ADMINISTERED IN ACCORDANCE WITH THE APPLICABLE RULES OF THE JUDICIAL ARBITRATION AND MEDIATION SERVICES (**"JAMS"**) (WWW.JAMSADR.COM), UNLESS ANOTHER ARBITRATION SERVICE IS AGREED TO IN WRITING BY LP AND BUYER. Such arbitration shall be conducted by a single arbitrator in Nashville, Tennessee. If LP and Buyer are unable to agree on an arbitrator from the list of arbitrators provided by the JAMS, the arbitrator will be selected by the JAMS. LP and Buyer shall share equally the cost of the arbitrator, and each party shall bear its own legal costs and expenses unless the arbitrator determines otherwise. The parties are entitled to reasonable discovery, and if any party intends to have an expert testify on that party's behalf, the other party shall be entitled to an expert report and to take the expert's deposition during discovery. The arbitrator shall have the authority to render the same relief as would a court of competent jurisdiction and shall have exclusive authority to resolve any dispute relating to the scope and enforceability of this agreement. A decision by the arbitrator shall be final and binding. Judgment shall be entered on the arbitrators' award. In no case shall the arbitrator be authorized to adjudicate class action claims against LP or to otherwise order a similar consolidation of individual claims against LP. Notwithstanding anything contained herein to the contrary, either party shall have the right to seek injunctive relief in any court of competent jurisdiction. LP AND BUYER ACKNOWLEDGE THAT, EXCEPT AS PROVIDED HEREIN, THEY HAVE EACH WAIVED THEIR

RESPECTIVE RIGHTS TO HAVE ANY DISPUTE RESOLVED BY EITHER A JURY OR BENCH TRIAL. BUYER ALSO WAIVES ITS RIGHT TO PARTICIPATE IN ANY LITIGATION RELATED TO A DISPUTE ON A CLASS BASIS OR AS A CLASS MEMBER. IF, FOR ANY REASON, THE FOREGOING CLASS ACTION WAIVER IS FOUND TO BE INVALID OR UNENFORCEABLE, THIS AGREEMENT TO ARBITRATION SHALL BE NULL AND VOID AS TO ALL PARTIES.

20. **GOVERNING LAW:** These TACOS and all matters arising out of or relating to them shall be governed by, interpreted, and construed in accordance with the Laws of the State of Tennessee, without regard to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the Laws of any jurisdiction other than those of the State of Tennessee. The United Nations Convention on Contracts for the International Sale of Goods does not apply to these TACOS.
21. **NOTICE:** All notices, requests, consents, and other communications required hereunder shall be in writing and either delivered in person or sent by nationally recognized overnight courier or first-class registered or certified mail, return receipt requested, postage prepaid, and addressed (a) to LP at 414 Union Street, Suite 2000, Nashville, Tennessee, 37219, Attention: General Counsel; and (b) to Buyer at Buyer's address as set forth in Buyer's purchase order.
22. **EXPORT CONTROL:** Buyer expressly acknowledges and agrees not to export, reexport or provide goods to any person, entity, or destination prohibited under U.S. Law from receiving such goods, without obtaining prior government authorization. All warranties otherwise applicable to the goods shall be null and void for goods exported outside the U.S. and Canada and goods sold outside the U.S. and Canada are "as is", with no express or implied warranties provided by LP.
23. **MISCELLANEOUS:** Except for updates to these TACOS by LP published at www.lpcorp.com from time to time, no representative of LP is authorized to amend or modify these TACOS except in a writing which specifically states that it amends these TACOS, and which is signed by an officer of LP and the Buyer. Buyer may not assign any rights nor delegate any obligations under these TACOS without LP's prior written consent, and any attempt at assignment by Buyer is null and void. If any portion of these TACOS is held invalid or unenforceable, such portion shall be severed from the remaining parts and such holding will not affect the validity or enforceability of any other provision. LP may amend or change these TACOS at any time by posting an updated version thereof on www.lpcorp.com. Failure of LP to enforce any provision of these TACOS will not be construed as a waiver of any provision hereof nor will any such failure prejudice LP's right to take action in the future. Any waiver must be made in writing, with reference to these TACOS specifically, and signed by LP. If these TACOS are translated into any language other than English, if any conflict exists between the original and the translation, the English version will prevail. The relationship between LP and Buyer is that of independent contractors and nothing contained herein shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment, or fiduciary relationship between LP and Buyer. Neither LP nor Buyer shall have the authority to contract for or bind the other in any manner. These TACOS are for the sole benefit of LP and Buyer and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy (except as, where applicable, an End User Warranty applies). Unless otherwise agreed to by LP separately in writing, LP does not accept government contract or grant-related clauses or requirements through flow down, incorporation by reference, or otherwise, including pricing and domestic preference requirements, and LP makes no representations, warranties, covenants, or certifications regarding compliance with any such government requirements, regulations, or statutes. The current version of these TACOS supersedes all prior versions of the TACOS or any other general terms and conditions of sale published by LP that would otherwise be applicable to the goods.