

GENERAL TERMS AND CONDITIONS
FOR THE SALE OF GOODS
Global Innovation, LLC

1. Applicability.

a. These terms and conditions of sale (these “Terms”) govern the sale of the goods (“Goods”) by Global Innovation, LLC, a Florida limited liability company (“Seller”), whose principal place of business is 313 SW Windswept Glen, Lake City, Florida 32024, to the buyer (“Buyer”). Notwithstanding anything herein to the contrary, if a written contract signed by both parties is in existence covering the sale of the Goods covered hereby, the terms and conditions of said contract shall prevail to the extent they are inconsistent with these Terms.

b. Acceptance and Entire Agreement. By clicking “I Accept,” “Agree,” or a similar affirmative button or checkbox presented at the URL where these Terms are published, or by placing a purchase order for Goods after having been provided access to these Terms, Buyer acknowledges that Buyer has read, understands, and agrees to be bound by these Terms. Such electronic acceptance shall have the same force and effect as a handwritten signature. The applicable purchase order, confirmation of sale, or invoice issued by Seller in connection with a transaction (each, a “Sales Confirmation”) and these Terms (collectively, this “Agreement”) comprise the entire agreement between the parties and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. These Terms prevail over any of Buyer’s general terms and conditions of purchase regardless of whether or when Buyer has submitted its purchase order or such terms. Fulfillment of Buyer’s order does not constitute acceptance of any of Buyer’s terms and conditions and does not serve to modify or amend these Terms.

c. Availability of Terms. Seller shall make these Terms available to Buyer via a URL designated by Seller. Seller may update or amend these Terms from time to time by posting revised Terms at such URL; provided, however, that the version of these Terms in effect at the time Buyer places a purchase order shall govern that transaction. It is Buyer’s responsibility to review the Terms prior to placing each purchase order.

2. Delivery of Goods.

a. The Goods will be delivered within a reasonable time after Seller’s receipt of Buyer’s purchase order, subject to availability of finished Goods. Unless otherwise specified in the Sales Confirmation, Seller shall deliver the Goods to the shipping address provided by Buyer in its purchase order (the “Delivery Point”).

b. Seller shall use commercially reasonable efforts to deliver the Goods to the Delivery Point using Seller’s standard methods for packaging and shipping. Seller shall select the carrier and shipping method unless Buyer specifies otherwise in writing and Seller agrees. Buyer shall provide accurate and complete delivery instructions. If Buyer fails to provide adequate delivery information, Seller shall not be liable for any resulting delays or missed delivery.

c. Seller may, in its sole discretion, without liability or penalty, make partial shipments of Goods to Buyer. Each shipment will constitute a separate sale, and Buyer shall pay for the units shipped whether such shipment is in whole or partial fulfillment of Buyer’s purchase order.

d. If for any reason Buyer fails to accept delivery of any of the Goods, or if delivery cannot be completed because Buyer has not provided appropriate instructions, access to the Delivery Point, or necessary documents, licenses, or authorizations: (i) the Goods shall be deemed to have been delivered; and (ii) Seller, at its option, may store the Goods until Buyer arranges for pickup or redelivery,

whereupon Buyer shall be liable for all related costs and expenses (including, without limitation, storage, insurance, and redelivery charges).

3. Shipping Terms.

Unless otherwise specified in the Sales Confirmation, all shipments shall be made FOB shipping point (Seller's facility). Title and risk of loss shall pass to Buyer upon Seller's delivery of the Goods to the carrier at Seller's facility. Shipping and handling charges shall be as set forth in the Sales Confirmation or, if not specified, shall be added to the invoice at Seller's standard rates. Buyer shall be responsible for filing any claims with the carrier for damage or loss occurring during transit.

4. Title and Risk of Loss.

Title and risk of loss pass to Buyer upon delivery of the Goods to the carrier at Seller's facility, unless otherwise specified in the Sales Confirmation. As collateral security for the payment of the purchase price of the Goods, Buyer hereby grants to Seller a lien on and security interest in and to all of the right, title, and interest of Buyer in, to, and under the Goods, wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing. The security interest granted under this provision constitutes a purchase money security interest under the Florida Uniform Commercial Code.

5. Inspection and Rejection of Nonconforming Goods.

a. Buyer shall inspect the Goods within five (5) business days of receipt at the Delivery Point ("Inspection Period"). Buyer will be deemed to have accepted the Goods unless it notifies Seller in writing of any Nonconforming Goods during the Inspection Period and furnishes such written evidence or other documentation as reasonably required by Seller. "Nonconforming Goods" means only the following: (i) product shipped is different than identified in Buyer's purchase order; or (ii) product's label or packaging incorrectly identifies its contents.

b. If Buyer timely notifies Seller of any Nonconforming Goods, Seller shall, in its sole discretion, (i) replace such Nonconforming Goods with conforming Goods, or (ii) credit or refund the price for such Nonconforming Goods, together with any reasonable shipping and handling expenses incurred by Buyer in connection therewith. Buyer shall ship the Nonconforming Goods to Seller's facility at 313 SW Windswept Glen, Lake City, Florida 32024, or such other location as Seller may designate. If Seller exercises its option to replace Nonconforming Goods, Seller shall, after receiving Buyer's shipment of Nonconforming Goods, ship replacement Goods to the Delivery Point.

c. Buyer acknowledges and agrees that the remedies set forth in Section 5(b) are Buyer's exclusive remedies for the delivery of Nonconforming Goods. Except as provided under Section 5(b), all sales of Goods to Buyer are made on a one-way basis and Buyer has no right to return Goods purchased under this Agreement to Seller.

6. Price.

a. Buyer shall purchase the Goods from Seller at the prices (the "Prices") set forth in the Sales Confirmation.

b. All Prices are exclusive of all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any governmental authority on any amounts payable by Buyer. Buyer shall be responsible for all such charges, costs, and taxes; provided, that, Buyer shall not be responsible for any taxes imposed on, or with respect to, Seller's income, revenues, gross receipts, or personal or real property.

7. Payment Terms.

- a. Buyer shall pay a deposit equal to fifty percent (50%) of the total purchase price before the order is placed into Seller's production schedule, and the remaining fifty percent (50%) of the purchase price shall be due and payable prior to shipment of the Goods. Buyer shall make all payments hereunder in United States dollars by wire transfer, check, or such other payment method as Seller may accept.
- b. Buyer shall pay interest on all late payments at the lesser of the rate of 1.5% per month or the highest rate permissible under applicable law. Buyer shall reimburse Seller for all costs incurred in collecting any late payments, including, without limitation, attorneys' fees. In addition to all other remedies available under these Terms or at law (which Seller does not waive by the exercise of any rights hereunder), Seller shall be entitled to suspend the delivery of any Goods if Buyer fails to pay any amounts when due hereunder and such failure continues for ten (10) days following written notice thereof.
- c. Buyer shall not withhold payment of any amounts due and payable by reason of any set-off of any claim or dispute with Seller, whether relating to Seller's breach, bankruptcy, or otherwise.

8. Limited Warranty.

a. Product-Specific Warranties. Each ENDUREED® product sold hereunder is covered by a separate, product-specific manufacturer's limited warranty issued by Seller (each, a "Product Warranty"). The specific warranty terms, including the warranty term, definitions of covered defects, remedy schedules, claim procedures, and conditions, are set forth in the applicable Product Warranty provided with or for the specific product purchased. The Product Warranty applicable to Buyer's purchase shall be identified in or accompany the Sales Confirmation. In the event of any conflict between these Terms and a Product Warranty, the Product Warranty shall control with respect to warranty coverage, defect definitions, remedies, and claim procedures for the applicable Goods.

b. Installation Requirements. The applicable Product Warranty and the remedies provided thereunder are void unless the Goods are installed in accordance with the specific installation instructions provided by Seller. Any alteration, modification, or other change of the Goods or the roof or structure on which they are installed shall void the applicable Product Warranty unless such change is approved in advance, in writing, by Seller.

c. Disclaimer of Warranties. EXCEPT AS EXPRESSLY SET FORTH IN THE APPLICABLE PRODUCT WARRANTY, SELLER MAKES NO REPRESENTATIONS, WARRANTIES, OR GUARANTEES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT, OR FUTURE WITH RESPECT TO THE GOODS. THE APPLICABLE PRODUCT WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER WARRANTIES WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO: (i) ANY WARRANTY OF MERCHANTABILITY; (ii) ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (iii) ANY WARRANTY OF TITLE; AND (iv) ANY WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE.

d. Warranty Exclusions. No Product Warranty covers, and Seller expressly disclaims any liability whatsoever for, defects resulting from or caused by: (a) lightning, windstorm, hurricane, tornado, fire, hailstorm, impact of foreign objects or other storm or casualty or Act of God; (b) settlement, earthquake, distortion, failure, or cracking of the roof, deck, walls, or foundation of any underlying or associated structure; (c) any defect in materials used as a base over which the Goods are applied; (d) foot or other traffic on the roof or Goods; (e) transportation; (f) storage; (g) improper use; (h) improper installation;

(i) failure to follow Seller's instructions or to perform any preventive maintenance; (j) modifications; (k) unauthorized repair; (l) normal wear and tear; (m) inadequate roof drainage; (n) discoloration or damage caused by masonry dust, chimney exhaust, exposure to chemicals, paints, solvents, metals, shading or sap from trees or natural vegetation, algae, fungi, insects, animals, lichen, or cyanobacteria; or (o) external causes such as accidents, abuse, or other actions or events beyond Seller's reasonable control.

e. Exclusive Remedies. THE REMEDIES SET FORTH IN THE APPLICABLE PRODUCT WARRANTY SHALL BE BUYER'S SOLE AND EXCLUSIVE REMEDY AND SELLER'S ENTIRE LIABILITY FOR ANY BREACH OF WARRANTY WITH RESPECT TO THE GOODS. At no time shall Seller be responsible for labor or non-product costs incurred with respect to the installation of any original or replacement Goods, or replacement of metal work, flashing, or other related work or materials. In no event shall Seller be responsible for a replacement cost in excess of the price originally paid for the Goods.

9. Third-Party Components.

a. Certain components may be installed together with the Goods, including but not limited to underlayment products ("Third-Party Components"), that are manufactured by third parties. Third-Party Components are not covered by any Product Warranty. Seller makes no representations or warranties, express or implied, with respect to any Third-Party Components, including any warranty of merchantability, fitness for a particular purpose, title, or non-infringement.

b. Third-Party Components may be subject to separate warranties issued by their respective manufacturers. Seller shall have no obligation to file for or process any warranty claims on behalf of Buyer under any third-party manufacturer's warranty. If Seller should voluntarily provide such assistance, in no event will Seller be liable for any errors, omissions, or other losses related to or arising from filing or processing such claims. Seller shall have no independent liability for defects in Third-Party Components.

10. Limitation of Liability.

a. IN NO EVENT SHALL SELLER BE LIABLE TO BUYER OR ANY THIRD PARTY 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 (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. WITHOUT LIMITING THE FOREGOING, IN NO EVENT SHALL SELLER BE LIABLE FOR DAMAGE TO THE INTERIOR OF ANY BUILDING OR TO ANY PROPERTY CONTAINED THEREIN OR THEREABOUT, OR FOR ANY INJURIES OR DAMAGES SUSTAINED BY ANY PERSON(S), OR ANY SPECIAL DAMAGES OF ANY KIND WHATSOEVER.

b. IN NO EVENT SHALL SELLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO SELLER FOR THE GOODS SOLD HEREUNDER.

c. The limitation of liability set forth in Section 10(b) shall not apply to liability resulting from Seller's gross negligence or willful misconduct.

11. No Agency of Installers.

Installers, contractors, distributors, dealers, and sales representatives of the Goods shall not be deemed agents, representatives, or employees of Seller, and therefore shall have no authority to bind Seller, or create liability on behalf of Seller, in any way. No representative, employee, or agent of Seller or any other person, except an officer of Seller, has authority to assume or bind Seller for any additional liability or responsibility in connection with the Goods beyond that set forth herein or in the applicable Product Warranty.

12. Buyer's Acts or Omissions.

If Seller's performance of its obligations under this Agreement is prevented or delayed by any act or omission of Buyer or its agents, subcontractors, consultants, or employees, Seller shall not be deemed in breach of its obligations under this Agreement or otherwise liable for any costs, charges, or losses sustained or incurred by Buyer, in each case, to the extent arising directly or indirectly from such prevention or delay.

13. Compliance with Law.

Buyer shall comply with applicable laws, regulations, and ordinances. Buyer shall maintain in effect all the licenses, permissions, authorizations, consents, and permits that it needs to carry out its obligations under this Agreement.

14. Force Majeure.

No party shall be liable or responsible to the other party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations of Buyer to make payments to Seller hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's ("Impacted Party") reasonable control, including, without limitation, the following force majeure events ("Force Majeure Event(s)"): (a) acts of God; (b) flood, fire, earthquake, epidemic, pandemic, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or actions; (e) embargoes or blockades in effect on or after the date of this Agreement; (f) national or regional emergency; (g) strikes, labor stoppages or slowdowns, or other industrial disturbances; and (h) telecommunication breakdowns, power outages or shortages, lack of warehouse or storage space, inadequate transportation services, or inability or delay in obtaining supplies of adequate or suitable materials. The Impacted Party shall give notice within ten (10) days of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of ninety (90) consecutive days following written notice given by it under this Section, either party may thereafter terminate this Agreement upon thirty (30) days' written notice.

15. Assignment.

a. Buyer shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Seller. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves Buyer of any of its obligations under this Agreement.

b. Warranty Transferability. Notwithstanding the foregoing, the applicable Product Warranty may be assigned upon the transfer of ownership of the property on which the Goods are installed, from the original property owner to a new property owner at the time of sale of the property, in accordance with the terms of the applicable Product Warranty.

16. Waiver.

No waiver by Seller of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by Seller. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement operates or may be construed as a waiver thereof. No single or partial exercise of any right, remedy, power, or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

17. Electronic Communications and Records.

Buyer consents to receive communications from Seller electronically, including by email or through postings on Seller's website. Buyer agrees that all agreements, notices, disclosures, and other communications that Seller provides electronically satisfy any legal requirement that such communications be in writing. Buyer further agrees that electronic records of transactions, including Buyer's clickthrough acceptance of these Terms, shall constitute "writings" and shall be admissible to the same extent and under the same conditions as other business records generated and maintained in documentary form in accordance with the federal Electronic Signatures in Global and National Commerce Act (E-SIGN Act) and applicable state laws.

18. No Third-Party Beneficiaries.

This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns 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 of any nature whatsoever under or by reason of these Terms.

19. Governing Law.

All matters arising out of or relating to this Agreement are governed by and construed in accordance with the internal laws of the State of Florida without giving effect to any choice or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Florida.

20. Submission to Jurisdiction.

Any legal suit, action, or proceeding arising out of or relating to this Agreement shall be instituted in the federal courts of the United States of America or the courts of the State of Florida, in each case located in Columbia County, Florida, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding. Each party agrees that it will not assert in any such action, suit, or proceeding that it is not personally subject to the jurisdiction of such court, that the action, suit, or proceeding is brought in an inconvenient forum, and/or that the venue of the action, suit, or proceeding is improper.

21. Notices.

All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at the addresses set forth in the Sales Confirmation or to such other address that may be designated by the receiving party in writing. All

Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), email (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) upon receipt of the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section.

22. Severability.

If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

23. Amendment and Modification.

- a.** Except as provided in Section 1(c) with respect to Seller's right to update these Terms at the URL where they are published, these Terms may only be amended or modified with respect to a specific transaction by a writing stating specifically that it amends these Terms and signed by an authorized representative of each party.
- b.** No distributor, dealer, contractor, installer, sales representative, or other person is authorized to make any representations, warranties, or agreements that modify, expand, or contradict the terms of this Agreement or any Product Warranty. Any such statements shall be void and of no force or effect.
- c.** Seller reserves the right to revise or discontinue its warranty programs from time to time; provided, however, that any such revision shall not affect a Product Warranty previously issued for Goods already installed.