

2024 Gunlocke Dealer Sales and Discount Policies

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2024 Gunlocke Dealer Sales and Discount Policies

Effective December 31, 2023

As used herein, the terms "Company" and "Gunlocke" refer to The Gunlocke Company, L.L.C., on behalf of itself and its affiliates. The terms "Dealer" and "Customer" refer to a contracted selling partner with Company.

PURPOSE AND GENERAL TERMS

These 2024 Gunlocke Dealer Sales and Discount Policies ("Terms and Conditions") establish the terms of sale of Company products shipping into the United States and Canada. These Terms and Conditions are expressly incorporated into the Gunlocke Authorized Dealer Agreement and Gunlocke Special Representative Agreement ("Dealer Agreements") by this reference and supersede the 2023 Terms and Conditions.

All orders are subject to approval and acceptance by Company. Any term or condition (including standard, printed language) contained in Dealer's purchase order (or other form used by Dealer to order goods) that is different from, in addition to, or inconsistent with in any way, these Terms and Conditions shall be of no force or effect whatsoever. By placing an order with the Company, the Dealer agrees that the transaction shall be governed by these Terms and Conditions.

Company reserves the right to refuse to sell to a Dealer not in good credit standing or require special credit arrangements, including, but not limited to, requiring security arrangements or deposits, prior to making a sale. Possession of Company List Price or sales literature does not constitute an offer to sell. Dealer will not sell product to any party that will re-sell the product.

Company invoices at time of shipment.

Company products shall have the effective published warranty as of the date the order is shipped.

These Terms and Conditions apply to all orders and can only be modified by written authorization of an authorized representative of Company, explicitly stating that such terms are a modification to these Terms and Conditions.

SCOPE

These Terms and Conditions apply to Company products only for shipments to the contiguous United States, Canada, Alaska, and Hawaii. These Terms and Conditions do not apply to orders from, or shipments to, dealers, distributors, or others that intend to serve offshore locations. HNI International Inc. in Muscatine, Iowa, must be contacted for orders or shipments intended for offshore locations.

PRICING & DISCOUNTS-GENERAL

All prices are stated in U.S. dollars. All billings and collections are in U.S. currency. All discounts apply to U.S. list prices current at time of order acknowledgement unless agreed to in writing by Company. Prices for

products ordered by Customer do not include duty, ocean cargo insurance, fees, surcharges or taxes which may be applicable to, measured by, or imposed upon the transaction, the purchased goods, their sale, value, or use, or any services performed in connection therewith by any governmental authority or due to actions by a governmental authority. Dealer agrees to pay or reimburse Company for any such taxes or fees that Company or its subcontractors or suppliers incur.

The “ship-to” location designated on the order determines the freight costs applied to orders not qualifying for Company paid freight. Changed orders may result in a different ship date and are subject to change order costs. The revised order determines the appropriate freight terms.

List prices apply only to the products ordered. Additional charges, when applicable, are added for planning services, design services, freight, tariff surcharges, demurrage, storage, installation, packaging, other non-standard services and qualifying programs.

Prices, surcharges, and fees are subject to change without notice. All orders are subject to the prices in effect at the time of order acknowledgement. Orders with acknowledged ship dates prior to effective date of price adjustment are billed at the acknowledged price. If shipment date is moved out due to Dealer request and Company approves such request, the order will be repriced if a price adjustment has occurred. If applicable, freight will be reflected on the order acknowledgement. Dealer requested ship dates greater than 90 days from the date of order entry are subject to price review and product availability.

DEALER DISCOUNT & FREIGHT POLICY

The following discounts are applicable to all Company products sold and shipped to Dealers in the United States and Canada. Discounts apply to current suggested list prices in U.S. dollars:

DISCOUNT

Dealer’s discount from list will be calculated using previous calendar year Gunlocke sales volume. Once calculated based on 2023 sales volume, no 2024 adjustments will be made between discount tiers.

Previous Year Sales Volume	Discount from List
<\$100,000.01 Net	55% Discount
\$100,000.01 +	60% Discount

FREIGHT

Customers with net product purchases exceeding \$1,000,000 in Gunlocke’s fiscal 2023 (dates between 12/31/23 and 12/28/2024) are allowed one permanent HNI paid freight location for qualifying purchases. Dealer is responsible for freight forwarder charges to the final destination.

Drop Ships:

- \$1 — \$19,999 List per order — Freight cost is calculated as 5.0% of list price, FOB shipping point and added

to invoice.

- \$20,000+ List per order — Company paid freight to a single drop-ship location.

Drop shipments by U.S. Dealers shipping outside the continental United States are subject to the terms and conditions of the ship-to location. Drop shipments by Canadian Dealers shipping outside of contiguous Canadian Provinces and Territories are subject to the terms and conditions of the ship-to location.

DEALER PAYMENT TERMS

The following payment terms are available to Dealers:

- 1.0 percent, 20; net 30 on standard commercial orders.
All standard commercial invoices are allowed a 1.0% cash discount if payment is received on or prior to the 20th calendar day from the invoice date. Invoices that do not earn this discount are due in full 30 calendar days from the invoice date. Discount is applicable to merchandise invoiced and is not applicable to freight, tax, service or other miscellaneous charges. Discount period runs from invoice date, not receipt of merchandise. Invoices paid by credit card will not receive the cash discount.

Dealer must review invoices in a timely manner. Dealer shall have 30 calendar days from the date of an invoice to dispute any amount due or charge contained in such invoice. The dispute must be communicated in writing and received by Company on or prior to the 30th day after the invoice date to be considered. Undisputed amounts must be paid by Dealer while any dispute is being resolved. Any dispute, discrepancy, or error related to an invoice not reported to Gunlocke within the 30-day time frame is waived by Dealer, and Dealer accepts all charges appearing on the invoice.

If invoices are not paid in full at the end of 30 calendar days following invoice date, Company may do one or more of the following:

- Charge interest up to the maximum rate allowed by law on accounts that are past due as well as any costs and fees (including reasonable attorney's fees) incurred in collection of all past due accounts.
- Redirect customer product to another Company Dealer.
- Delay pending orders until past-due accounts are brought current.
- Offset any amounts Company may owe to Dealer (or its affiliates) from time to time against any amount Dealer (or its affiliates) may owe to Company under these Terms and Conditions or otherwise.
- Reduce or suspend, in Company's sole discretion, Dealer's credit line and require prepayment for orders.

Company may apply all amounts paid by Dealer at Company's sole discretion to interest before principal and to any or all indebtedness owed by Dealer to Company, notwithstanding any contrary instructions on the remittance by Dealer.

Company retains a security interest in all products until the invoice is paid in full.

SPECIAL PROJECT PRICING

Company reserves the right to furnish to any Dealer special project pricing for quotations being submitted by Dealer on a competitive bid. All bids are subject to Company's credit approval. Bid pricing provided by Company is applicable solely to the product for which it was provided and may not be used by Dealer for any other project or product without prior approval of Company. Bid pricing is subject to additional terms and conditions provided at the time the pricing is approved. Product ordered with special project pricing must include the Bid Number assigned by the Bid Department at the time of order. Orders placed by a Dealer for product using special project pricing are subject to audit. Company may request that Dealer supply a copy of the end-user purchase order for orders that have special project pricing applied to the items. Any inconsistencies in pricing shall be at the sole cost and expense of Dealer. Any deviation from these pricing policies must be approved by the Bid Department.

The Company has sole and absolute discretion as to whether it offers special project pricing. The Company reserves the right to not offer the Dealer special pricing for any project on which the Dealer offers to sell products that compete the Company. Dealer must, upon request of the Company and before special pricing is given, provide written certification from an officer or principal of Dealer that no competing products are being offered for sale on the project for which it is seeking special pricing.

It is in the best interest of Company and its Dealer network for Dealers to invest their valuable time and resources to aggressively market Company's products and to develop working relationships with potential consumers. Therefore, in certain circumstances, Company reserves the right to unilaterally assign a customer account for any project to one Dealer and to offer special project pricing for the project to the designated Dealer.

Dealer's ability to purchase products using special pricing hereunder is subject to Dealer remaining an authorized Dealer under the current Dealer Agreements. Upon the expiration or earlier termination of such Dealer Agreements, Company's offer of any and all special pricing to Dealer shall become immediately null and void without further notice from Company notwithstanding any expiration date that may appear on the special project pricing quotation to Dealer.

If Dealer places an order pursuant to a special project pricing quotation that exceeds the applicable discounts set forth in Company's General Services Administration Multiple Award Schedule contract in effect at the time of the order (the "GSA Contract"), Dealer thereby commits to purchase the dollar volume of product set forth in the special project pricing quotation by the expiration date of such quotation. In the event Dealer fails to purchase the dollar volume of product set forth therein by the expiration date of the quotation, Dealer shall pay to Company the difference between the amount paid in accordance with the discounts set forth in the special project pricing quotation and the amount Dealer would have paid in accordance with the applicable discounts set forth in the GSA Contract based on the actual volume ordered.

ORDERING

Company requires electronic ordering for all products. Company supports the following primary methods for the electronic transmission of orders and order related documents:

- Integration of the approved electronic order applications with the standard office furniture business systems or other pre-approved proprietary software packages (Core, Hedberg, DDMS PSN, TeamDesign PSN, etc.).

- SIF file upload using fully optioned SIF files into the approved electronic order applications.
- Manual entry of line items into the approved electronic order applications.

Training, technical set-up, and support are available by calling 1-877-274-1055 or by emailing hndigitalsupport@hniworkplacefurnishings.com

Government purchase order documentation should be submitted via attachment at time of order entry using the approved electronic order applications.

ORDERING REQUIREMENTS

- Dealer must provide complete and accurate information at time of order submission. All order information, including, but not limited to, contract number, bid number, model number, finishes, colors, options, quantity, and ship-to address, must be submitted correctly at time of order entry. All required documentation for government orders must be received at order processing. Order dating, material procurement, and production begins immediately after order submission. Failure to provide complete and accurate information will result in delayed order entry and acknowledgement. Company will not process incomplete orders and incomplete orders will be returned to Dealer for correction and resubmission.
- Dealer Sales Representative (DSR) name and email address is required on all orders. Multiple DSRs may be added to the order if applicable. All DSRs must be registered as users on the Company's logged in experience to allow DSR information to be applied to orders. Adding the DSR name and email address to orders will allow for improved support and service capabilities.
- Dealer comments applied to an order at any level (order header, line etc.) intended to modify or clarify the models or options, relay shipping instructions or communicate other instructions on the order will not be recognized or honored.
- The Menu of Services with corresponding fees for non-standard service requests is available on the applicable Company online tool and must be selected at time of order submission. Failure to request services at time of order placement will be subject to higher fees. Dealer will be responsible for all fees for services requested after order placement or at time of delivery.
- If a bid quotation or other special pricing applies, the applicable Bid Number and contract number must be submitted electronically in the order. Addition or change to a contract number after order submission requires cancellation, re-entry of order, and loss of acknowledged ship date.
- If applicable, the promo code must be submitted with an order.
- The order must identify an order management contact person by name and phone number for any clarification that might be necessary. Additionally, temporary drop shipments must identify a distribution contact name and phone number.
- The order must include a contact name, email address and phone number for the Dealer or installation company who will receive delivery.
- An order containing Customer's Own Material ("COM") or special product modifications ("Specials") will not be acknowledged until all order holds are released. Order holds will not be released until design activities are completed and the procured materials have been received by Company.
- Project Information Forms (PIF) must be submitted to the Company Project Coordinator at the time of order submission. If the PIF is not received within 24 hours of order submission, the order(s) will be processed for Best Date Available with standard split by product type. Order changes will not be permitted for assumptions made due to lack of timely PIF submission.

- Additional services outside of Company's standard services may be available through Company's Enhanced Services tool for a corresponding fee. Enhanced Services must be requested at time of order placement. Failure to request Enhanced Services at time of order placement will be subject to higher fees. Fees are non-discountable and do not count towards sales volumes.
- Credential orders must be sent with a drawing and ordered as individual offices. Please do not separate an office on multiple purchase orders. Orders will be audited prior to release for production.

LEAD TIMES

Company publishes estimated product lead times on the applicable Company website and in select approved quoting software. Lead times may vary from the published report due to variations in incoming order mix. Requests for lead times that are shorter than the acknowledged lead time for an order are considered an exception, typically considered only for urgent punch list and other critical to completion items and must be entered under the applicable urgent punch list contract with notification to Company Customer Support as an expedite request. Company has sole discretion whether to accept an expedite request. All accompanying fees will be the responsibility of Dealer including, without limitation:

- Expedited shipping charges
- Supplier expedite fees
- Company expedite fee

Company will assess an expedite fee of 5% of list, non-discountable, to each expedited order to mitigate internal costs for the expedited order.

ORDER ACKNOWLEDGEMENT

Acknowledgments that include details of the scheduled ship date will be available through the approved Company online tool once all order holds are released.

Dealers that are integrated with the standard office furniture business system or other pre-approved proprietary software packages are eligible to receive electronic XML acknowledgements. Training, technical set-up, and support are available by calling 1-877-274-1055 or by emailing hnidigitalsupport@hniworkplacefurnishings.com. Dealers may request to receive emailed acknowledgments. Acknowledged shipment dates are determined by the lead time of the product model and finishes selected. The longest lead time of the order determines the Best Date Available for the entire order.

CHANGES, CANCELLATIONS AND RETURNS

Dealers are required to review orders for accuracy prior to submission. Once an order is submitted, the order is considered final. Any request for an order change is subject to approval at the Company's sole discretion. If Company approves an order change, such change is subject to additional charges and may result in a change to the scheduled ship date. The order will be processed for Best Date Available. Changes accepted by Company are subject to a minimum processing fee of 45% of the net invoice order amount. All additional charges are the responsibility of the Dealer.

All requested cancellations to submitted orders are subject to Company approval. Raw material planning occurs

immediately after the order is acknowledged and may involve suppliers who have a no-cancellation policy. If the cancellation is approved, Company will determine the actual cancellation charges at that time. Cancellations accepted by Company are subject to a minimum processing fee of 45% of the net invoice amount. Dealer is responsible for payment of cancellation charges. Cancellation of Specials (*i.e.*, COM, special finishes, product modifications, etc.) may also be billed for engineering time related to a special product modification. Company determines the actual cancellation charge at the time it is requested.

Depending on product, Credential order changes may be subject to complete order cancellation due to Company's veneer layup process.

Requests for returns due to reasons other than Company error are generally not accepted. Company has sole discretion whether to approve and accept a return. If Company approves a return request, such approval must be specifically authorized in advance by Company on a Returned Goods Authorization Form furnished by Company Customer Support. Returns are subject to a minimum processing fee of 45% of net invoice order amount. If a request is approved, merchandise must be returned in original shipping cartons with proper inner packing and are subject to inspection upon return before acceptance. The product must be forwarded with transportation charges prepaid by Dealer. All returns must be made within 30 calendar days after a Return Authorization Form is issued. Company will not accept returns for Specials or products delivered to Alaska, Hawaii or Canada.

Requests for returns due to Company error must be made within 30 calendar days of receipt of erroneous shipment.

Returns are not accepted for any electrical components — opened or un-opened — due to UL restrictions. Great care should be taken during the specification process to ensure that all items are needed and correct.

OBSELETE PRODUCT

Obsolete products are those products that are no longer available for order. Requests for service parts and warranty on obsolete products should be directed to Company Customer Support. Requests for production of obsolete product are considered a Special and should be submitted to the Company Tailored Products group ("Tailored Products") through the approved Company online tool. Tailored Products will coordinate with the appropriate Company departments to determine if the request can be met and will communicate applicable upcharges.

WARRANTY SERVICE OBLIGATIONS

Dealer must submit all warranty claim services through Company's online quick claim tool. Normal warranty support is considered part of Company's and Dealer's shared responsibility.

Dealer agrees to provide prompt and courteous service for all products sold, regardless of where such products are delivered and installed. Company will provide full units or replacement parts, at Company's discretion, to repair units under warranty. Dealer agrees to provide labor to repair or replace units under warranty at no charge to Company for individual units or for issues that could be interpreted as normal punch. For unusual warranty claims where there are numerous issues, multiple units with the same issue in significant quantities, or extenuating trip charges, Company will evaluate for labor reimbursement requests. Company will only reimburse Dealer pre-approved labor. Requests for reimbursement must be reasonable in nature. Company will consider reimbursement for actual labor expenses only (no Dealer markup) and only for resolution of issues caused by Company.

To obtain pre-approval Dealer must obtain written agreement from Company Customer Support prior to work being completed following the designated process using Company Labor Reimbursement Request form. Following written approval from Company, invoices for pre-approved labor reimbursement must be submitted to Company Customer Support within 30 calendar days of the date warranty service was performed. Invoices for pre-approved warranty labor services must include the following: (1) complete scope of work, including specific product with quantities to be repaired/installed; (2) actual labor hours and labor rate; and (3) dates and location of work performed.

INSURANCE

Dealer must maintain insurance coverages in such types and amounts as listed below or as Company may otherwise require or as required by law, with such policies naming The Gunlocke Company L.L.C. and its respective officers, directors, partners, members, affiliates, subsidiaries, and employees as additional insureds. All insurance required herein shall (1) contain a waiver of subrogation in favor of Company, where permitted by law and (2) provide that such insurance is primary, non-contributory, and not excess coverage. Each insurance policy should be occurrence based and issued by insurance company with an AM Best Financial Strength Rating of A- or better and AM Best Financial Size Category rating of VII or better. Upon Company's request, Dealer must provide Company with certificates of insurance and required endorsements, in the form required by Company, evidencing such insurance coverages.

Insurance Coverage Type	Minimum Limits
Workers Compensation	Statutory
Employers Liability	\$1,000,000.00/accident \$1,000,000.00/Employee \$1,000,000 Policy Limit
Commercial General Liability (must include Contractual Liability and Products/Completed Operations)	\$1,000,000/occurrence \$2,000,000 aggregate
Automobile Liability	\$1,000,000 combined single limit
Umbrella Liability	\$5,000,000
Property Insurance	95% of Total Insurable Value

PRODUCT SPECIALS & CUSTOMER'S OWN MATERIALS

SPECIALS:

Specials are product modifications that include structural and dimensional modifications to existing standard products and requests for discontinued Company products. A Special request may require engineering evaluation and/or product safety review prior to approval. Dealers wanting modifications should submit a Special request with

specific requirements via the approved online application(s). Company may approve such request in its sole discretion and if approved, will issue a request summary with specific ordering information including the special model number, pricing, and lead-time. Company may publish general guidance related to Specials pricing but such guidance is not to be relied on by Dealer. Company's approval notice and quoted pricing for any order may be relied on by Dealer for accuracy of pricing.

Standard colors and finishes are detailed in Company's then-current sales literature, pricers, and specification guides. Company, in its sole judgment, may modify its standard products to meet specific needs. Modifications may include:

- Customer's Own Material (COM), such as fabrics or leathers, for seating and casegoods.
- Special finishes (paints and stains).
- Special laminates.
- Structural changes.

Changes or alterations to products are subject to additional charges. Prices will be furnished upon approval of request. Specials will be subject to extended lead times based on scope and complexity of the product. Prices and availability as quoted have an expiration date and are subject to price adjustments. Prices and availability are subject to change.

Dealer agrees that all information, ideas, and drawings submitted by a Dealer to Company for the purpose of requesting a Special are non-confidential and non-proprietary to Dealer and customer.

List prices contained in published in pricers and specification guides are for standard catalog items only. Changes or alterations to catalog items other than those listed as catalog options are subject to additional charges. Specials prices will only be provided if approved. Direct all requests, via e-mail, to The Gunlocke Company Tailored Products team.

CUSTOMER'S OWN MATERIAL:

- Customer's Own Material (COM) is a request to use fabrics not available as part of Company's standard or partnership fabric offering. Manufacturer to Supply (MTS) and Dealer to Supply (DTS) are the two ordering methods. Company has partnered with COM fabric manufacturers to provide competitive pricing and selection through the MTS program. MTS will be the standard offering unless Company is unable to procure the fabric. Company will advise at the time of request if DTS will be allowed. Testing process takes 24-48 hours and is done by reviewing the attributes of the fabric.
 - For DTS, COM orders will be placed on hold and will not receive a ship (acknowledged) date until Company has the fabric in its possession for production.
 - All orders with COM fabric requirements are considered MTS and pattern cut unless noted on the order.
- Once a COM product is ordered, no changes or cancellations can be made to the COM product without approval from the Company's COM team.
- As a result of recent legal requirements, Company needs to obtain specific information from the fabric supplier about treatments and chemicals. To the extent the supplier is unwilling or unable to provide the necessary information, Company may be unable to approve the Dealer's request.

COM WARRANTY EXCLUSIONS

If Company agrees to use the COM, Company shall have no responsibility for the condition, quality, value, performance, physical properties, or any other aspects of the COM. Company's published warranty does not apply to COM. Additionally:

- Company shall have no liability for any damages, injuries, or losses to the Dealer or to any third party caused by any COM or product modification, and the Dealer shall hold Company, its affiliates, its employees and its agents harmless for all liability.
- Company assumes no responsibility for the overall appearance, flammability, safety, normal durability, colorfastness or any other quality of the COM or product modification after its application on a Company product beyond normal quality standards.
- Company reserves the right to reject a COM if the quality of the COM is not satisfactory for the product. Should this occur, the Dealer will be notified.
- Company is not responsible if COM becomes obsolete at the COM supplier, and Company will not be held responsible for delays caused by the COM suppliers' late deliveries.
- Company is not responsible for excess yardage on DTS orders and reserves the right to dispose of excess fabric. Upon Dealer request, and at Dealer expense, Company may provide excess fabric to Dealer.

COM PRICING — MTS and DTS

List prices are different for products depending on which option is chosen by Dealer. To find current list prices, refer to the Compass online tool to quote pricing on all COM for casegoods and seating products.

SPECIAL FINISH

For special finish information, see the price and specification guide for the applicable product line. Orders must contain special finish code for processing.

NON-STANDARD PAINT AND STAIN COLORS

Company, in its sole discretion, may agree to modify its standard products with non-standard paint and stain finishes to meet specific needs. Samples of the requested non-standard paint or stain finish will be required for matching. Pricing may be obtained through the Company COM Department.

- For each requested stain or paint match, there will be a \$250 formulation fee to cover supplier costs incurred to match the special item. Special paints and stains will be assigned an additional upcharge by model.
- Two (2) samples of the requested exact finish should be sent to the Company. Requests for Company branded product should be submitted to the Tailored Products Group via the approved online application(s).
- For painted products, samples should represent the desired color, texture and gloss. For stained veneers, samples should represent the desired color, species, wood cut, and g loss.
- Company will supply two (2) special stain or paint samples to Dealer within 20 business days of submission:
 - Electronic approval is required for each special match for Company to proceed.
 - Samples are for Dealer use/records.
- Purchase orders will be processed following receipt of electronic approval and confirmation by

Company COM department. Orders submitted prior to completion of the approval process will be cancelled.

- Extended lead times may apply on orders containing special paints or stains.
- Due to manufacturing techniques, materials, and quality issues, some exclusions may apply and some matches may be declined.

NON-STANDARD LAMINATES

Company, in its sole discretion, may modify its standard products with non-standard laminates to meet specific needs. Contact the Company Tailored Products Group for a list of pre-approved laminates and their respective pricing, as well as pricing for other special laminates.

- Company will provide acknowledgment based upon planned date of receipt of non-standard laminate. If the laminate is not received on time, the order for the laminate product will be moved out pending non-standard laminate receipt.
- Extended lead times will apply on orders containing special laminates.
- Due to manufacturing techniques, materials and quality issues, some product exclusions may apply and some requests may be declined.

SHIPPING INFORMATION

CARRIER SELECTION

Company selects the transportation mode and carrier on all orders. If Dealer requests a specific carrier, the Company may approve such request in its sole discretion. Company is not responsible for the services provided by a carrier chosen by Dealer.

Company reserves the right to select the Freight Forwarder/Customs Broker on all orders shipping to Hawaii, Alaska and Canada. Freight charges for shipments to either Alaska or Hawaii are for the shipment to the Dealer's port of choice within the contiguous United States. The Dealer is responsible for the freight charges from the port to the final destination.

GENERAL TERMS AND FEES

Delivery appointments are scheduled within the window of a standard carrier workday of 6AM to 4PM, Monday - Friday, allowing for an unload completion time as late as 6PM. All other delivery times and weekends are considered "after hours" and may incur charges if specific requests are made outside of normal delivery times. All anticipated charges will be communicated to Dealer when the request is made. Company makes reasonable efforts to avoid after-hours charges to Dealer for after-hour and weekend delivery times on full truckload deliveries.

Shipping weights and cubes (cubic feet) shown on shipping documents are approximate and may vary due to changes in product or method of packaging. Company may make changes or modifications to Company products or packaging to improve quality and optimize trailer utilization.

Company FOB point(s) are the Company manufacturing or distribution facilities. All shipments are FOB shipping point unless otherwise stated. Company reserves the right to select the location of the FOB point for shipments that qualify for freight paid by Company.

Freight costs that are Dealer's responsibility will be billed to Dealer on a Company invoice. Dealer requests for airfreight, dedicated truck, expedite carrier, driver teams, or overnight shipments—when approved—will have applicable freight costs charged to Dealer.

Appropriate freight terms are determined by Company based on the original order as placed by Dealer. Changed orders are subject to additional shipping cost to the dealer and may result in a different ship date and freight terms. Cost repercussions of the order change will be communicated prior to the change request being implemented.

To minimize transportation expenses, reasonable attempts are made to utilize as much capacity as possible within a carrier's trailer or container by consolidating small shipments onto lane days. Company will ship all orders less than full truckload, as determined by Company, on the Dealer lane day to optimize freight utilization. Company will consolidate all orders shipping to a warehouse to the lane day for that destination. Shipments will arrive via truckload, less-than-truckload carrier or parcel mode dependent on the size of the consolidated orders. Requests by Dealer to expedite delivery will be quoted upon request, to include available options and the cost to the Dealer.

EXPECTATIONS FOR DEALERS

Orders must contain accurate delivery contact information to confirm appointment date and time.

Standard delivery service includes delivery on 53' long, 13'6" high trailers to a dock; delivery location must accommodate a full-size trailer without obstruction or impeding traffic. If the delivery site cannot accommodate a standard delivery as described above, Dealer must request an enhanced service via the approved Company online tool at time of order entry. Requests made after order entry may require a dedicated truck and may result in additional Dealer costs.

It is the Dealer's responsibility to unload the truck. Drivers will not assist in unloading. Trucks are not equipped with ramps. Most products are cartoned. Most products are NOT palletized. Palletization can be requested as an enhanced service. Product is loaded to maximize use of the trailer space and is therefore not sorted by PO, sales order, or other method.

Expenses incurred by Dealer in expediting shipments are solely Dealer's responsibility. Additionally, it is Dealer's responsibility to pay for the repair of damage by others, the cleaning of products, the removal of waste, security service, telephone service, electric service, water, heat or charges for the use of in-building transportation facilities such as elevators and hoists.

Normal delivery is tailgate for all less than truck load (LTL) deliveries. For truck load and less than truckload (LTL) deliveries, the driver is not required to bring product to the tailgate.

Dealer is required to accommodate Company's delivery appointment notification for truckload and multi-stop loads. Company will provide delivery appointment information to traffic contact on the order for truckload deliveries at least 48 hours prior to shipment if not a pre-confirmed project delivery. If traffic contact does not respond within 24 hours regarding the proposed delivery date/time, the appointment can be, at Company's sole discretion: (a) considered

confirmed, or (b) held until next lane day, which could result in fees for the Dealer. If the traffic contact refuses to accept the delivery appointment from the Company, Dealer is responsible for added costs and delivery delays resulting from the changed appointment. Dealer must provide an after-hours emergency contact for coordinating delivery and mitigating loss to Dealer, Company and carrier in the event of an impending late delivery.

EXCESS UNLOAD TIME

All full truckload deliveries are to be unloaded within four hours of arrival of truck or the prearranged appointment time, whichever is later. Unload time allowed on stop-off loads will be prorated based on cube utilization with a minimum allowance of one ½ hour. Company reserves the right to charge back detention fees for unload time that is in excess of time allotted.

TRANSFER OF OWNERSHIP

The title and risk of loss or damage to the product passes to Dealer when Company places the product with the carrier at the FOB point for shipment. Company is not responsible for damage during shipment. The carrier assumes complete responsibility for delivering the product to the Dealer in good condition when the Bill of Lading (BOL) is signed. Company requires its carriers to carry Cargo Liability Insurance with minimum limits of not less than \$100,000 per shipment.

TIME OF DELIVERY

"Best Date Available" for the entire order is standard service for Company. "Targeted Delivery Date" is only available for full truckload orders and/or if the requested date needed is later than the published lead times. "Targeted Delivery Dates" are not guaranteed and are subject to review by the Company prior to acceptance. Orders that are less than a full truckload will be scheduled to ship on the next available lane day.

SHIPPING CHANGE REQUESTS

The Last Ship Revision Date ("LSRD") for all orders is eight business days prior to the acknowledged ship date. The LSRD is the final date for changes to the traffic contact or to make an address change to the delivery address, provided the new address is within 50 miles of the original address. Any order changes beyond the deadline or for reasons other than those outlined above are subject to Company approval and, if approved, are subject to additional costs and delays.

It is a best practice for Dealer to audit all orders and specifications for accuracy prior to placing an order with Company. Upon dating of the order, Company commits resources, procures materials, and schedules production to execute delivery as planned. Order changes are limited, subject to Company approval by contacting Company Customer Support and, if approved, are subject to additional costs and delays. Changes to the delivery address or delivery date should be directed to Company Customer Support to determine feasibility. If Dealer bypasses Company Customer Support and requests changes directly from the carrier or requires additional services from the carrier upon arrival, the costs associated with the change are the responsibility of the Dealer. Those costs will be billed directly to the Dealer by Company.

FAILURE OF CARRIER OR SUPPLIER TO DELIVER ON TIME

Company shall have no liability for failure to deliver or for delay in delivery due to any cause beyond the Company's control. The carrier is responsible for transport of property with dispatch and delivery within a reasonable time.

The carrier will make reasonable efforts to deliver within one hour of a confirmed delivery appointment for truckload deliveries and stop off loads. Deliveries by third party, less than truck load carriers (LTL carriers) are not subject to the one-hour window. LTL carriers schedule deliveries independent of delivery scheduling by the Company. LTL carriers generally do not make delivery appointments unless the Dealer makes such a request directly with the carrier.

DEALER PICK UP POLICY

Dealers who wish to pick up their orders may do so with the approval of Company's Logistics Manager and are subject to certain requirements. Requests can be made to Company Customer Support.

DAMAGED SHIPMENTS

Company is not responsible for damage during shipment. Dealers should protect themselves by ensuring that the extent of any damage or shortage has been noted on the delivery sheet. The noted shortage, damage, or visible damage is required for product replacement by Company. Upon prompt notification by Dealer including a signed and marked BOL that product was lost or damaged during shipment by Company selected carrier, Company will file a claim with the carrier, on Dealer's behalf, for the cost or the damaged or lost product. If Dealer selected the carrier, Dealer is solely responsible for the filing of all claims for lost or damaged product with its selected carrier. If product is damaged or lost in transit and the Dealer requires Company (and Company agrees) to file a claim with the carrier on Dealer's behalf, Company will apply all proceeds of any claim to the invoices upon which the damaged/lost product is billed. To facilitate this process, Dealer hereby agrees and assigns its rights with respect to such claims to Company. Concealed damage should be reported to Company Customer Support as soon as discovered but no later than 30 calendar days from receipt of shipment for product delivered to a warehouse and 15 calendar days from receipt of shipment for product delivered to an installation site. Immediately take a picture of the damaged goods including packaging. To substantiate the claim, a signed Delivery Receipt and pictures are required. Claims must be reported through the applicable online quick claim tool. If reported later than this timeframe, the Company has the right to deny the claim on the basis of the delay alone.

ELECTRONIC MINIMUM ADVERTISED PRICE (EMAP)

Effective March 1, 2022, Company implemented EMAP for Company products sold online to standardize online pricing practices and to help safeguard the reputation of our organization and our dealers. The EMAP Policy establishes the lowest price a reseller can advertise for a product online. All resellers are subject to the EMAP Policy when selling Company products online. Violations to the Policy may result in penalties including termination of access to Company SKU(s) for a period of up to twelve (12) months.

**Nothing in these Terms and Conditions shall be construed as limiting Dealer's obligations, or Company's rights, as set forth under the parties' Dealer Agreements then in effect. If Dealer is operating under a limited Buy/Sell Agreement with Company rather than a dealer agreement, these terms and conditions shall apply to such Buy/Sell Agreement except to the extent they directly conflict with the agreement, in which case the Buy/Sell Agreement shall control. Company agrees only to these Terms and Conditions and to no other terms and conditions and specifically rejects all terms and conditions of Dealer or any end user which conflict with or add to these Terms and Conditions, unless specifically agreed to in writing by an officer of Company.*