

Terms and Conditions of Sale

I. APPLICABILITY

THESE TERMS AND CONDITIONS OF SALE INCLUDE THE FOLLOWING TERMS AND CONDITIONS, TOGETHER WITH ANY OTHER TERMS AND CONDITIONS SPECIFICALLY AGREED TO IN WRITING BY SELLER (Janus International Group, LLC and its domestic and international affiliates), SHALL APPLY TO ALL SALES ORDERS ("Order(s)") FROM, AND ALL SALES OF PRODUCTS ("Products"), AND/OR INSTALLATION SERVICES MORE PARTICULARLY DESCRIBED IN EXHIBIT A HEREUNDER ("Services") WHEREVER LOCATED TO BUYER. ANY ACCEPTANCE OF ANY ORDER BY THE BUYER IS CONDITIONED UPON THESE TERMS/CONDITIONS. No salesperson is authorized to bind Seller to any promise or understanding not expressed herein. Notwithstanding anything herein to the contrary, if a written contract signed by both parties is in existence covering the sale of certain Products and/or Services covered hereby, the terms and conditions of said contract shall prevail, but only to the extent such contract terms and conditions are inconsistent with these Terms. These Terms prevail over any of Buyer's general terms and conditions of purchase regardless 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, which Buyer agrees are accepted in good faith as the controlling and final terms and conditions.

II. PRICES

All prices and proposals are subject to change without notice in the event of any changes in cost of Products (including, but not limited to, changing steel market prices that are passed along by our steel suppliers) or Services, specifications, quantities, delivery schedules, customs duties, other factors beyond Seller's control, or, in the event of delays caused by instructions of the Buyer, or failure of the Buyer to provide Seller adequate information. If color is not specified at time of quote, prices are quoted on High Gloss White. **Prices, and in some instances, warranty, vary by color.** Door items are identified as opening width measurement by opening height measurement, unless otherwise specified.

III. DELIVERY OF PRODUCTS

Delivery dates are approximate and are dependent on, among other things, prompt receipt by Seller of all necessary, complete, and correct delivery information from Buyer. Freight, delivery and/or shipping ("Transportation Services") is arranged by Seller on behalf of Buyer through common carrier or other commercial transportation method. Except to the extent caused by Seller, Seller shall not be liable for delays in transit nor for any errors or liabilities associated with Buyer's failure to provide complete and accurate delivery information. Seller shall use reasonable efforts to meet any performance dates to render the Product delivery or Services specified in the Order, however any such dates shall be estimates only. Charges for Transportation Services will be prepaid by Seller and will be added to the invoice to the Buyer by the Seller. ("Prepaid & Add") Transportation Services terms are FOB Destination or its equivalent. **Transportation Services commence when Products are transferred from Seller's dock to the Transportation Services provider. Passage of title to Products, risk of damage or loss (except as noted below), exclusive right to possession, constructive possession, use and any other rights of**

ownership of the Products transfer from Seller to Buyer upon completion of Transportation Services. Transportation Services end when goods are transferred from the Transportation Services provider to the Buyer's dock or Buyer's designated delivery location specified in an Order unless Transportation Services are provided by means of Buyer's or its agent's truck. If Transportation Services are provided by Buyer or Buyer's agent, passage of title to Products, risk of damage or loss, exclusive right to possession, constructive possession, use and any other rights of ownership of the Products transfer from Seller to Buyer at Seller's dock. Delivery of all or any part of Products/Services may occur as early as 30 days in advance of agreed schedule. Packing slips must accompany all shipments. Where Buyer notifies Seller that it cannot take timely delivery of the Products, Seller may place such Products in storage. ("Storage Services") In such event, **passage of title to Products, risk of damage or loss, exclusive right to possession, constructive possession, use and any other rights of ownership of Products transfer from Seller to Buyer upon commencement of Storage Services.** Buyer shall pay Seller storage fees equal to five percent (5%) of the total invoice of the stored Products per month or any part thereof. Buyer shall dispose of the packing materials for Products at its own expense, and shall defend, indemnify, and hold harmless Seller for any and all costs or expenses of any kind in connection with such packing waste. Back Orders must be prepaid when less than a minimum freight shipment. Freight rates are subject to fuel surcharges at the time of shipping and invoicing. Any liability of Seller for non-delivery of certain Products shall be limited to replacing the Products within a reasonable amount of time or adjusting the invoice respecting such Products to reflect the actual quantity delivered.

IV. PAYMENT

A. Payment for sale of Products and performance of Services are due 30 days from the date of invoice unless otherwise specified in writing. Seller reserves the right to issue partial invoices ("Progress Invoices"). The terms of payment for Progress Invoices shall be 30 days from date of Seller's invoice for the Progress Invoice, unless otherwise specified in writing. Seller shall be entitled to suspend and/or terminate manufacture of the Products and/or performance of the Services and/or delay making arrangements for shipment of finished products or period of performance in the event of late payment of a Progress Invoice or if in Seller's opinion, the credit of Buyer becomes impaired. Seller reserves the right, by written notice, to cancel any Order, reevaluate all payment terms, or require full or partial payment or adequate assurance of performance from Buyer without liability to Seller in the event of a material adverse change to Buyer's financial condition. Payments shall be made by Buyer without any deduction or set-off. Unless otherwise agreed in writing, payment shall be made in U.S. dollars. Seller may charge late payment fees at the rate of 1.5% per month, or the highest rate permitted by law, whichever is higher, accruing daily. Buyer is responsible for all taxes and tariffs that may be imposed upon the sale of the Products.

B. In addition to the payment requirements set forth above, if the financial condition of Buyer is unsatisfactory to Seller in Seller's sole and absolute discretion, Seller may require full or partial payment in advance, or satisfactory security, in the form of a letter of credit or otherwise. Notwithstanding any other provision herein, in the

event of bankruptcy, assignment for the benefit of creditors or a comparable event or insolvency of Buyer, Seller may immediately cancel any Order then outstanding and/or cause any Products, with respect to which either Transportation Services or Storage Services are being provided, to be returned to Seller wherein in either event ownership thereof shall automatically revert to Seller.

C. Buyer grants Seller a purchase money or similar security interest in Products located in any jurisdiction where such security interest is permitted, as well as any proceeds therefrom, for the purpose of securing all obligations of Buyer hereunder. Buyer authorizes Seller to execute on Buyer's behalf and file such financing statements as Seller deems appropriate to perfect and/or notify Buyer's creditors of Seller's security interest. In this regard, Buyer hereby grants Seller an irrevocable Power of Attorney, coupled with an interest, with respect to filing any such financing statements.

D. In the event that any amount due hereunder is not paid when due, Buyer shall be liable for any and all costs of collection including, but not limited to, actual legal fees, collection fees, related expenses, court costs, and interest at the highest amount allowed by applicable law from the date due through the date of actual payment.

E. Seller shall have no liability whatsoever if Buyer makes payment (in whole or in part) to: (i) any bank account other than the bank account specified by Seller or (ii) to any entity other than the entity listed at the beginning of these Terms (e.g. Janus International Group, LLC and its domestic and international affiliates). Seller shall not be responsible for any losses suffered by Buyer due to third party fraud, including, without limitation, false change of bank account communications, identity theft and other scams. To the extent Buyer receives any communication notifying Buyer of a change in Seller's designated bank account, Buyer is required to verify the authenticity of the same directly with Seller.

V. CHANGES; CANCELLATION; TERMINATION

A. Seller reserves the option to make changes to Products or Services which do not affect form, fit, or function, and shall deliver Products to the latest configuration part number at the time of delivery.

B. Seller is entitled to rely upon all drawings, routings, dimensions, bills of material, and other items supplied by Buyer for the manufacture of Products, and any change to the foregoing after Seller's design work has begun will result in additional charges.

C. Products not in accordance with specifications will be rejected and held at Buyer's risk awaiting disposal. Buyer must pay freight on all rejected Products.

D. In addition to any remedies that may be provided under these Terms, Seller may terminate any Order for Products or Services with immediate effect upon written notice to Buyer, if Buyer: (i) fails to pay any amount when due under any Order for Products or Services, and such failure continues for seven (7) days thereafter; (b) has not otherwise performed or complied with any of these Terms, in whole or in part; or (c) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization, or assignment for the benefit of creditors.

E. In the event that Seller cancels or terminates the Order(s) for Products or Services pursuant to Article V, Section D hereunder, Buyer agrees to

pay Seller reasonable Termination Charges, including, but not limited to, any and all costs of manufactured materials or Products, freight, tax, and other direct costs and labor costs, whether or not billed for or shipped at the time of termination as well as any amounts due for Services provided, whether or not billed for at the time of termination, which are attributable to the subject Order(s), whether partial or complete, pertaining thereto. Buyer shall promptly pay Seller its reasonable Termination Charges and any other amounts due, upon submission of Seller's invoices thereof.

F. In the event that Buyer cancels or terminates the Order(s) for Products or Services for any reason whatsoever, Buyer agrees to pay Seller reasonable Termination Charges, including, but not limited to, any and all costs of manufactured materials or Products, freight, tax, and other direct costs and labor costs, whether or not billed for or shipped at the time of termination as well as any amounts due for Services provided, whether or not billed for at the time of termination, which are attributable to the subject Order(s), whether partial or complete, pertaining thereto. Buyer shall promptly pay Seller reasonable termination charges as a result of termination hereunder, and any other amounts due, upon submission of Seller's invoices thereof.

VI. WARRANTIES

A. Seller warrants that Products manufactured by Seller shall be free from defects in material/workmanship. Seller's obligations under this warranty shall be limited exclusively to repairing or replacing, at Seller's option, any part of Products which, if properly installed, used and maintained, proved to have been defective in material or workmanship within one (1) year from the commencement date of shipment or Storage Services whichever comes first. With respect to the Services, Seller warrants that Services shall be performed in accordance with generally accepted industry practices. Seller further warrants that every door or building component and its hardware and fittings will be free of defects in workmanship and material. Should any defect in workmanship or material appear within one (1) year from the date of substantial completion, Seller shall, upon notification, correct such nonconformity, at its option, by repairing or replacing any defective part or parts.

B. Seller's warranty obligations shall not apply to Products which (1) have been altered or repaired by someone other than Seller, or (2) have been subjected to misuse, neglect, improper use, application, or installation, or (3) are normally consumed in operation, or (4) have a normal life expectancy that is shorter than the warranty period stated therein. These Terms and Conditions contain a summary of the Janus Warranty. The full terms of the Janus Warranty can be found on our website at https://www.janusintl.com/about/resources#warranties_sec.

To the extent of any conflict between the summary of Warranty provisions set forth herein and the full Warranty as shown on our website, the provisions of the full Warranty on our website control.

C. No Products may be returned unless authorized in advance by Seller, and then only upon such conditions to which Seller may agree in writing. Buyer must obtain a Return Material Authorization (RMA) number from Seller prior to any return shipment, and such RMA number must appear on the shipping label and packing slip. Buyer shall be responsible for returned Products until such time as Seller receives the same at its facility in accordance with the terms stated herein, and for all charges for packing, inspection, shipping, transportation or insurance associated with returned Products.

D. Products manufactured by a third party ("**Third-Party Product**") may constitute, contain, be contained in, incorporated into, attached to or packaged together with, the Products. These Third-Party Products are subject to separate warranties by Seller suppliers. Third-Party Products are not covered by the warranty in this Section. For the avoidance of doubt, **SELLER MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ANY THIRD-PARTY PRODUCT, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (c) WARRANTY OF TITLE; OR (d) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE.** If and to the extent any Third-Party Product warranties are not transferrable by suppliers to the original Buyer, Seller, on behalf of Buyer, will as its sole obligation relating to components and materials subject to Third-Party Product warranties, assist and actively endeavor to assert Buyer's Third-Party Product warranty claim rights (excluding litigation). Any such Third-Party Product warranty may be different in coverage or for a shorter term than that provided by Seller. Seller does not guarantee and shall have no responsibility or liability for suppliers' fulfillment of their respective Third-Party Product warranty obligations. Buyer acknowledges that Seller utilizes components and materials from many different suppliers on any given project. After timely receipt by Seller of written notification by Buyer of a warranty claim, Seller will determine which, if any, Third-Party Product warranties may apply and will report such determination to Buyer with copies of particular Third-Party Product warranties that may apply, identifying names of particular suppliers and applicable Third-Party Product warranty terms and exclusions.

E. This section VI sets forth the exclusive remedies and obligations for claims based upon defects in or nonconformity of Products/Services, whether the claim is in contract, warranty, tort (including negligence of any degree or strict liability) or otherwise. THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, WHETHER ORAL, WRITTEN, EXPRESS, IMPLIED OR STATUTORY. NO IMPLIED OR STATUTORY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE SHALL APPLY.

F. Seller's standard limited warranties are not effective and are not binding on Seller unless and until Seller has been paid in full for the respective Order (including any applicable change orders) pursuant to these Terms.

VII. SELLER INTELLECTUAL PROPERTY INDEMNIFICATION

A. Provided Buyer is current with all payment obligations to Seller and otherwise is in full compliance with its obligations hereunder, and subject to the limitations set forth herein, if Buyer receives a claim that Products, or part thereof manufactured by Seller infringes a patent, Buyer shall notify Seller promptly in writing and give Seller information, assistance and exclusive authority to evaluate, defend and settle such claim. Where Buyer has furnished specifications/designs for the manufacture of the allegedly infringing Products, Buyer shall defend, indemnify and hold harmless Seller against third-party claims for infringement arising out of Seller's use of such specifications/designs.

VIII. LIMITATION OF LIABILITY

A. THE TOTAL LIABILITY OF SELLER ON ANY CLAIM, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE OF ANY DEGREE AND STRICT LIABILITY), UNDER WARRANTY, OR OTHERWISE ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM THE MANUFACTURE, SALE, TRANSPORT, DELIVERY, RESALE, REPAIR, INSTALLATION, REPLACEMENT OR USE OF ANY PRODUCTS, SHALL NOT EXCEED THE PRICE ALLOCABLE TO THE PRODUCT OR PART THEREOF WHICH GIVES RISE TO THE CLAIM, REDUCED BY ANY AMOUNT DUE SELLER. IN NO EVENT, WHETHER AS A RESULT OF BREACH OF CONTRACT, WARRANTY, TORT, (INCLUDING NEGLIGENCE OF ANY DEGREE, STRICT LIABILITY OR PATENT INFRINGEMENT) OR OTHERWISE, SHALL SELLER, ITS AFFILIATES, SUBCONTRACTORS, OR SUPPLIERS, OR ANY OF THEIR OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, OR REPRESENTATIVES, BE LIABLE: (I) TO ANY THIRD PARTY FOR DAMAGES OF ANY KIND OR NATURE OR IN ANY MANNER WHATSOEVER, OR (II) TO BUYER FOR ANY CONSEQUENTIAL, INDIRECT, EXEMPLARY, PUNITIVE, INCIDENTAL, OR SPECIAL DAMAGES OR COSTS (INCLUDING ATTORNEYS' FEES) OR LOST PROFITS, REVENUES, USE, TIME, SAVINGS, PROPERTY, DATA, GOODWILL, OR ASSOCIATED EQUIPMENT COST, COST OF CAPITAL, COST OF SUBSTITUTE PRODUCTS, FACILITIES, SERVICES OR REPLACEMENT POWER, OR DOWNTIME COSTS IN CONNECTION WITH OR ARISING OUT OF ANY ORDERS, PRODUCTS, OR SERVICES PROVIDED BY SELLER OR ANY BREACH OF THE SAME IN ANY MANNER, EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY THEREOF. THIS SECTION SHALL SURVIVE AND CONTINUE IN FULL FORCE AND EFFECT DESPITE ANY FAILURE OF ESSENTIAL PURPOSE, CONSIDERATION, OR OF AN EXCLUSIVE REMEDY. If Buyer transfers title to, or leases Products sold hereunder to, or otherwise permits or suffers use by, any third party, Buyer shall obtain from such third party a provision affording Seller and its subcontractors/suppliers the protection of the preceding sentence. **Any action against Seller must be brought within 18 months after cause of action accrues.**

B. Liquidated damages are not applicable to any Order or Services hereunder.

C. Stacked Locker System. Buyer understands and acknowledges that the maximum recommended locker load capacity (the "Maximum Load Rating") for the Product known as the stacked locker system is **62.5 pounds per square foot**. Seller shall have no obligation or liability to Buyer or to any end-user for any reason whatsoever for any claims, damages, costs, or losses in the event weight placed on the locker floor at any point exceeds **62.5 lbs. per square foot**. Buyer acknowledges that it has a duty to and is solely responsible for notifying any end-users (e.g. the facility owner or operators, tenants, etc.) of the stacked locker system of this Maximum Load Rating. Weight applied in excess of the Maximum Load Rating will void the Seller's limited warranty with respect to the locker system and Buyer and end-user expressly assume the risk in so doing. Seller shall have no liability whatsoever to Buyer or any end-user in the event weight placed on the locker floor is in excess of **62.5 pounds per square foot**.

IX. INDEMNIFICATION

A. Buyer (as "**Indemnifying Party**") shall indemnify, hold harmless, and defend Seller (the "**Indemnified Party**") against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses

of whatever kind, including professional fees and reasonable attorneys' fees, that are incurred by and/or awarded against Indemnified Party (collectively, "**Losses**"), arising out of any third-party claim alleging: (i) breach or non-fulfillment of any provision of these Terms by Buyer or Buyer's personnel; (ii) any negligent or more culpable act or omission of Buyer or its personnel (including any reckless or willful misconduct) in connection with the performance of its obligations under these Terms or any Order; (c) any bodily injury, death of any person, or damage to real or tangible personal property caused by the negligent or more culpable acts or omissions of Buyer or its personnel (including any reckless or willful misconduct); or (d) any failure by Buyer or its personnel to comply with any applicable federal, state, or local laws, regulations, or codes in the performance of its obligations under these Terms or any Order.

B. Notwithstanding anything to the contrary in these Terms, Indemnifying Party is not obligated to indemnify, hold harmless, or defend Indemnified Party against any claim (whether direct or indirect), to the extent such claim or corresponding Losses arise out of or result from Indemnified Party's negligence or more culpable act or omission (including recklessness or willful misconduct).

X. EXCUSABLE DELAYS

A. Seller shall not be liable for delays in delivery or failure to perform due directly or indirectly to causes beyond Seller's reasonable control including, but not limited to: acts of God; war; terrorism; civil commotion; riots; embargoes; government regulations, orders, instructions or priorities; port congestion; acts of or failure to act on the part of Buyer or its agents/employees; fires; floods; sabotage; nuclear incidents; earthquakes; storms; epidemics; pandemics; national emergencies; strikes; lockouts or other labor difficulties; shortages of or inability to timely obtain proper labor, Products, components, shipping space or transportation, fuel, supplies or power at current prices; or due to limitations imposed by the extent of availability of Seller's normal manufacturing facilities. Further, If Seller's performance of its obligations under any Order 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 these Terms 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.

B. If a delay excused per the above extends for more than 90 days and the parties have not agreed upon a revised basis for continuing providing Products/Services at the end of the delay, including adjustment of the price, then either party (except where delay is caused by Buyer, in which event only Seller) upon thirty (30) days' notice may terminate the Order(s) with respect to the unexecuted portion of the Products/Services, whereupon Buyer shall promptly pay Seller its reasonable termination charges and any other amounts due, upon submission of Seller's invoices thereof.

XI. CONFIDENTIALITY; PROPRIETARY INFORMATION

A. Any non-public, confidential or proprietary information of Seller, including, without limitation, pricing information, Data (hereinafter defined), production processes or specifications, provided by Seller to Buyer is proprietary to Seller and shall be held in confidence by Buyer, shall only be used by Buyer in connection with the respective sale, and shall not be used for any other purposes or

disclosed to third parties without Seller's prior written consent. Buyer shall be liable for any loss to Seller or commercial gain by others from unauthorized use of confidential information occasioned by Buyer's failure to comply with this provision. The purchase of Products shall not include any right to supply of technical information such as drawings or specifications.

B. Proprietary information, including drawings, documents, technical data, reports, software, designs, inventions and other technical information supplied by Seller in connection herewith, whether or not constituting a trade secret (hereinafter collectively referred to as "Data"), shall remain Seller's sole property and shall be held in confidence by Buyer. Data shall not be reproduced, used or disclosed to others by Buyer without Seller's prior written consent. Upon completion of Order(s), Buyer shall promptly return all Data to Seller together with all copies or reprints thereof then in Buyer's possession or control, and Buyer shall thereafter make no future use, either directly or indirectly, of any Data or any information derived therefrom without Seller's prior written consent. The foregoing shall in no way obligate Seller to provide or supply Data. Data shall not include information which is readily available to the public through no wrongful act of Buyer or others.

XII. DIES, TOOLS, PATTERNS

Seller's charges for dies, molds, patterns and the like represent the Buyer's proportionate cost thereof, it being expressly understood that they remain the exclusive property of Seller. Modifications made to dies, molds, patterns and the like in order to manufacture Products shall be at the sole discretion of Seller.

XIII. TAXES

Unless otherwise stated in writing, the invoice costs described herein are inclusive of any sales, gross receipts or sellers use taxes (hereafter collectively, "Sales Tax") levied by the states and territories of the United States or any other country, state or jurisdiction on transactions for the sale of taxable Products and Services sold to the Buyer by the Seller. Sales Tax included on any Order or Sale of Products, in any form, is estimated and subject to change. Buyers claiming exemption or exclusion from sales tax shall provide Seller with the applicable tax exemption documentation as required by federal, state, local and territorial law and Seller shall accept said documentation in good faith. Notwithstanding the above, it is Buyer's absolute obligation to review each invoice received from Seller and to advise Seller, in writing, within no more than sixty (60) days of the invoice date, as to any Sales tax included on the invoice in error. The failure to timely provide such written notice shall serve to waive any right of Buyer to require Seller to refund, or to seek a refund from any governmental agency, of any Sales Tax charged to Buyer, received by Seller, and remitted to any governmental agency. Notwithstanding the above, in the sole and absolute discretion of Seller, Seller may provide a credit or refund of Sales Taxes charged in error and, if Seller agrees to any such credit or refund, Seller may, in its sole and absolute discretion, condition such credit or refund upon receipt of a refund from the appropriate governmental agency.

Notwithstanding the foregoing, Buyer and Seller shall each be responsible for all federal, territorial, state and local taxes related to its own business income, employment tax, excise tax, motor carrier tax, real and personal property tax and/or any other tax that

is based upon income and/or property. Seller may pass through various excise taxes, fuel taxes and/or other taxes directly associated with the sale of Products and Services and imposed upon sale of Products and Services to the Buyer on the invoice.

XIV. DAMAGES TO DOORS

1. Seller's doors are packaged and loaded with care to minimize transit damage. However, due to road conditions and shipper handling procedures outside Seller's control, there are exceptions. Small dents or dings, as well as light paint damage due to wear and tear in transit, are classified as normal and, therefore, are NOT an approved reason to return or refuse delivery of the door. Seller will supply touch up paint but cannot accept a return of any door in a condition described in this paragraph.

2. Visible shipping damages other than those described in the immediately preceding paragraph must be reported to Seller, in writing, immediately. If Buyer sees physical damage to the carton, please show it to the delivery person and ask permission to open and inspect the package before signing for it. If Buyer notices damage to the item inside the carton **DO NOT ACCEPT IT AND DO NOT SIGN FOR IT!** Simply inform the driver that Buyer is refusing delivery due to damage and contact Seller at once to make a report so Seller can have a replacement shipped to Buyer as promptly as possible. Buyer **MUST check the door(s) upon arrival as Seller cannot and will not be responsible for any damages or missing items once Buyer has already signed for them. In the event Buyer determines there is any damage other than as set forth in the immediately preceding paragraph or that is visible upon receipt, such damage must be reported within 7 days of signing the shipping/delivery documents. No claim will be considered or accepted that is not reported as set forth herein. Buyer acknowledges and agrees that the remedies set forth in this Section are Buyer's exclusive remedies for the delivery of damaged or non-conforming Products. Except as provided under this Section, all sales of Products to Buyer are made on a one-way basis and Buyer has no right to return Products purchased other than as set forth herein.**

3. According to the Door & Access Systems Manufacturers Association (DASMA), "a common occurrence with rolling door products, under normal usage of such products, is the wearing away of the painted surface of the curtain. This condition occurs as the result of the curtain repeatedly coiling upon itself, and then repeatedly uncoiling, upon the opening and closing of a rolling door." Therefore, normal wear and tear from metal to metal contact is not covered under the Seller's paint warranty.

XV. PRIVACY

Seller takes the privacy of all Buyers, vendors, and visitors to our websites and mobile applications very seriously. Seller's privacy policy located at <https://www.janusintl.com/privacypolicy> informs you how Seller handles privacy matters. Contact privacy@janusintl.com for further questions.

XVI. ANTI-CORRUPTION

Buyer agrees that in connection with its purchase hereunder, it shall comply with all applicable anti-corruption laws, including the Foreign Corrupt Practices Act of 1977 (15 U.S.C. Sections 78DD-1, et. seq.). Seller may terminate this agreement or any Order hereunder if it has a good faith belief that Buyer has violated, intends to violate, or has caused a violation of any anti-corruption laws.

XVII. GENERAL

A. The rights and obligations of the Buyer and Seller hereunder shall be governed in all respects by the law of the State of Georgia, U.S.A. Any claim or controversy arising out of or related to this Agreement or the breach thereof shall be subject to mandatory and binding arbitration before either Henning Mediation and Arbitration Services in Atlanta, Georgia or Miles Mediation and Arbitration Services in Atlanta, Georgia. The arbitration shall be before a single arbitrator mutually agreed upon by the parties from the panel of neutrals or, if no such agreement can be reached, by selection pursuant to the rules of the Arbitration service selected. The Arbitration shall be conducted and enforced pursuant to the laws of the Georgia Arbitration Act and the Rules of the Arbitration service selected. The Arbitration Award shall be final and binding and shall be enforceable in any court of competent jurisdiction. Nothing herein shall preclude a party from filing suit for the purpose of obtaining temporary or preliminary injunctive relief or to compel arbitration pursuant to the terms of this Agreement. The United Nations Convention on the International Sale of Products shall not apply. Notwithstanding the above provisions for mandatory arbitration, neither party shall be precluded from filing an action to compel compliance with the terms of this paragraph. The exclusive forum for adjudication of any such action to compel arbitration shall be in the Superior Court of Fulton County, Georgia or the United States District Court for the Northern District of Georgia, Atlanta Division. Buyer and Seller hereby consent to personal jurisdiction and venue in such courts in any proceeding authorized hereunder.

B. Seller shall be entitled to recover any attorney's fees and costs incurred in the course of any collections efforts for payments due and owing hereunder or in connection with any arbitration proceeding or complaint to enforce same.

C. These Terms and Conditions of Sale, together with any other terms specifically agreed to in writing by Seller or those referenced by Seller herein, constitute the entire agreement between Buyer and Seller and supersede any prior or contemporaneous representations, agreements, proposals, warranties, or understandings, oral or written, express or implied. No waiver, modification, amendment, rescission or other change to these Terms and Conditions of Sale shall be binding unless specifically agreed to in writing by an authorized representative of Seller.

D. The invalidity, of any part hereof shall not affect the validity of the remainder. The failure of Seller to assert any right at any time hereunder shall not prevent Seller's subsequent assertion of the same or different rights.

E. Buyer may not assign this contract without the prior written approval of the Seller in Seller's sole and exclusive discretion.

XVIII. STATUTORY REQUIREMENTS

Seller reserves the right to make any changes in the general specifications of the Products which are required for the Products to conform to any statutory or other applicable legal requirement. Any clause required to be included in an agreement of this type by any applicable and valid federal, state, or local law or administrative rule having the effect of law shall be deemed incorporated herein.

B. Upon information and belief, Seller's Products are compliant with the ADA Accessibility Guidelines (ADAAG). Any representation with respect to ADAAG accessibility after the sale of Products is the express responsibility of the Buyer or owner of the respective facility where the Products reside, and Seller shall have no liability

in connection with any third-party representation regarding Product ADAAG compliance.

EXHIBIT A

A. PERFORMANCE OF INSTALLATION SERVICES

A.1. When required by an Order or Sale of Products, installation Services shall mean the services and materials, whether completed or partially completed, including all other labor, materials, equipment and services provided or to be provided by the Seller to fulfill the Seller's obligations under the Order or Sale of Products and any exhibits thereto or referred to therein.

A.2. With respect to the Services, Seller shall (i) execute the Services and materials required by each Order or Sale of Products, or execute the Services pursuant to such other document as the Seller and Buyer may mutually agree upon; and (ii) to the extent required, provide one crew, but in the event additional crew is required as a result of changes in scope, additional costs may apply. Seller uses non-union labor.

A.3. Seller shall not be responsible for (i) providing electrical, heat, water or other utility services; (ii) water stains, water removal, or clean up in the Services area, or (iii) for delays or additional costs incurred as a result of the failure to comply with any state or local building ordinances not specifically identified by Buyer or its representative, in writing, at the time of Order or Sale of Products.

A.4. With respect to the Services, Buyer shall (i) pay the Seller the amount for Services agreed upon in current funds in accordance with the terms set forth herein; (ii) secure and pay for the building permit as well as all other permits, fees, licenses and inspections necessary for proper execution and completion of the Services; (iii) provide safe and secure storage area for all material, tools, equipment, or Products related to the Services hereunder; (iv) provide clear and unobstructed, 10 x 10 minimum, loading area into building; (v) secure and pay for necessary approvals, easements, assessments and charges required for the construction, use or occupancy of permanent structures or for permanent changes in existing facilities; (vi) provide Seller with a clear path for continuous work by installing MEP work and fire protection prior to Seller installation; (vii) provide Seller with a dry and clean work area; (viii) provide all temporary facilities, including power, water, sanitation, adequate lighting, dumpsters, and free use of elevator or hoist without appointment; and (ix) provide Seller with any other item not specified hereunder as may be necessary for Seller to complete the Work and fulfill its obligations under the Order or Sale of Products.

A.5. Unless otherwise included in the Order or Sale of Products, (i) labor is excluded for custom field cutting of any of Seller's Products as part of any accommodation for obstructions. Such obstructions may be defined as but not limited to: HVAC, electrical conduits, sprinkler pipes, and any other obstruction that may pass through or around the hallway/partition system provided by Seller; (ii) material and labor are excluded for lining and trimming around the following areas: perimeter walls existing or provided by the building manufacturer, any walls composed of concrete or drywall, columns located anywhere either inside or outside of storage areas, exposed beams visible from the hallway or inside storage units, insulated walls exposed in hallways or from inside storage units, man doors located inside hallways or on walls provided by others, windows located on perimeter walls or in areas visible from hallway, inside stairwells, elevators entrances, entry vestibules, around hollow metal door(s) located in and around the hallway

system, and covering any fire spray applications; and (iii) material and labor is excluded from pipe wrapping.

A. 6. Buyer shall be responsible for any arrangements necessary for any cutting of the hallway/partition system, if required. Any damage to the hallway/partition system due to field cutting caused by an unauthorized Installer of Seller voids any warranty provided by Seller and is the sole responsibility of the Buyer.