

Terms and Conditions of Sale

These terms and conditions of sale (the “Terms”) apply to all sales or consignments of materials, goods, or products, (“Products”) by ALPINE PLYWOOD CORPORATION (“Seller”) to the buyer or purchaser named (the “Buyer”) in any purchase order, invoice, or other instrument of sale (“Order”) to which these Terms are attached or referenced.

Unless stated in any separate written warranty delivered by Seller to Buyer, SELLER MAKES NO REPRESENTATION, WARRANTY, OR GUARANTY WITH RESPECT TO THE CONDITION, SAFETY, FITNESS, OR SUITABILITY FOR PURPOSE OF ANY PRODUCT, OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED, IN ANY MANNER RELATING TO ANY PRODUCT, AND SELLER SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, except only a warranty limited to the same time, scope, and effect equal to the manufacturer’s warranty of such Product, if any, upon such terms and conditions of such manufacturer’s warranty, and terminating upon the termination of such manufacturer’s warranty. Buyer assumes all risk of, and shall indemnify and hold Seller harmless against, any loss, liability, damage, or claim suffered by Buyer or any third party resulting from (i) injury to person or property, or (ii) the failure of the Product to be fit or suitable for any particular purpose or use, arising from or relating to the use of the Product, whether used singularly or in combination with other products or materials.

Buyer acknowledges that particleboard and medium density fiberboard are manufactured with formaldehyde resin and may release formaldehyde in low concentration. Formaldehyde can cause temporary eye and respiratory irritation and may aggravate respiratory conditions and allergies. Proper ventilation may reduce risk of such problems. Seller is not responsible for any health hazard connected with any Product or its use by Seller or any other party.

Buyer acknowledges that quartz products contain crystalline silica. Cutting, grinding, drilling, polishing, or otherwise processing these products may generate respirable crystalline silica dust. Inhalation of silica dust can cause serious health effects. Appropriate engineering controls, work practices, and personal protective equipment should be used whenever quartz products are fabricated, installed, modified, or removed.

Seller does not guarantee against checking or warping, or make any guarantee with respect to waterproofing of any Product.

All claims for defects must be made in writing to Seller within thirty (30) calendar days of receipt of Product, or else such claim shall be irrevocably waived by Buyer and Seller shall have no obligation to replace such Product. Seller’s sole obligation and liability with respect

to any obviously defective Product shall be to replace such Product within a reasonable period of time. All claims for shortage, damage, or delays relating to the Product sold hereunder must also be made in writing to Seller within thirty (30) calendar days after receipt of such Product, and Seller shall not be liable for any such claims not made within such time period.

NOT IN LIMITATION OF THE FOREGOING, SELLER SHALL NOT BE LIABLE, WHETHER BASED IN CONTRACT, WARRANTY, INDEMNITY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR ALTERNATIVE TORT REMEDIES, OR ANY OTHER THEORY OF LAW OR EQUITY, FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO DAMAGE TO EQUIPMENT, LOSS OF PROFITS OR REVENUE, LOSS OF USE OF PROPERTY, PLANT, EQUIPMENT, SYSTEM, OR DOWNTIME COSTS. IN ADDITION, SELLER'S TOTAL AGGREGATE LIABILITY FOR ANY DAMAGES SHALL NOT EXCEED THE PURCHASE PRICE PAID BY BUYER FOR THE SPECIFIC PRODUCTS FROM WHICH ANY CLAIM OR DAMAGES MAY ARISE.

Seller cannot control the distribution or disposition of this Product after it has been delivered to Buyer. Therefore, Seller is unable to, and will not, dispense precautionary information to any party beyond Buyer. If Buyer or any other party distributes this Product for further fabrication, processing, or for any reason beyond your operation, Seller recommends that Buyer supply such party the same precautionary information contained herein and recommend they should do the same until this Product reached the ultimate purchaser. The foregoing is not a representation or warranty that the precautionary information contained herein is sufficient to avoid any claim or liability or that such information fulfills any laws pertaining to required disclosure of product information in any jurisdiction.

The terms set forth on the Order are deemed correct unless Seller is notified in writing within five (5) business days. The sale of Products by Seller is expressly conditioned upon the assent by Buyer to these Terms and the rights of the parties shall be governed exclusively by these Terms and the Order. Any attempt by Buyer to vary these Terms in any acceptance, acknowledgment, confirmation, purchase order, or otherwise containing additional, different, or inconsistent terms and conditions (collectively "Different Terms") is hereby expressly objected to and rejected by Seller. Seller's dealings with Buyer or silence in response to Different Terms proposed by Buyer shall not be deemed acceptance of the Different Terms. No person may modify these Terms without written consent of Seller. No course of dealing or trade usage modifies these Terms. Seller reserves the right to refuse in writing any order from Buyer at its sole discretion.

A service charge of 1.5% per month will be made on all past due accounts at the end of the third month following the delivery date of the Products. This is a charge of 18% per annum.

Should the rate exceed the maximum rate that is lawful under the circumstances, the maximum legal rate shall apply.

Any returned check, whether a C.O.D or payment, shall be charged \$30.00

To the greatest extent permitted by law, if any portion of the Order is referred to an attorney or other debt collector for collection, Buyer shall pay the reasonable attorney's fees and costs for such collection, and if suit or action is filed, Buyer shall pay Seller's attorney's fees and costs of litigation if Seller is the predominately prevailing party.

All taxes and surcharges are extra, if applicable.

Pricing subject to change.

A-frames supplied for the transportation of quartz slabs remain the property of Seller. A-frames must be returned within 10 business days of delivery. Seller may charge replacement costs for unreturned, damaged, or lost A-frames, which costs shall be payable within thirty (30) calendar days of invoice.

Buyer shall pay freight unless prepaid and shall unload shipments promptly. Any increase in freight rates for shipments whether prepaid or not and all demurrage shall be borne by Buyer. Stop-over charges and lot loading charges requested by Buyer will be for Buyer's account.

Delivery to carrier at point of origin shall constitute delivery to Buyer and thereafter the shipment shall be solely at Buyer's risk. All claims or loss or damage in transit must be filled against the carrier by the Buyer.

All lead times and delivery dates are approximate only and non-binding. Seller shall not be liable for any delays in delivery regardless of cause.

Product color, texture, grain, pattern, and finish may vary from samples and between production lots. Such variations are not defects. Wood products are natural materials and may exhibit variations in color, grain, texture, movement, checking, and other characteristics to wood.

Alpine Plywood Return Policy

Only stocked inventory regularly maintained by Seller shall be eligible for Seller's consideration of return. Buyer may not return Products without Seller's prior written approval, which approval may be withheld at Seller's sole discretion. Further, the following conditions of return must be met:

- a. Product must be returned within 30 calendar days of the invoice date.
- b. Products must be unused, uninstalled, undamaged, and in the original packaging.
- c. All returns are subject to a restocking fee of 25% of the price of the Products returned, which fee shall be paid prior to return.

Claims relating to Products with obvious defects must be handled in accordance with the Terms above and also Seller's current policies.

Buyer acknowledges that the following are not returnable (such list does not limit Seller's discretion with respect to eligible Products):

- (i) Special Order Items.
- (ii) Stock items ordered in quantities that exceed Seller's typical monthly usage.
- (iii) Any Product that has been cut.
- (iv) Non-stock or discontinued Products

For all returns:

- a. Credit, less restocking fee, is subject to inspection and count when returned Product is received in Seller's warehouse
- b. No special run for pick-ups on returned Products, unless Seller agrees to the same.
- c. Special runs or pick-ups on returns will occur only on Seller's next available scheduled delivery to the Buyer. If a Buyer requests a special pick up, a charge may apply.
- d. Return policy is subject to change and is not a condition of purchase or sale.

Revised July 2026