

LAMAY PROPERTY DEVELOPMENT LLC
TERMS AND CONDITIONS OF SALE

1. LaMay Property Development's Terms and Conditions Control the Agreement.
 - a. These terms and conditions are incorporated into and made a part of the agreement or proposal ("Agreement") by LaMay Property Development LLC and any of its affiliates ("LaMay Property Development") to sell as described in a drawing, bid, proposal, scope of work, or invoice ("Sale Document") to the Buyer the products and goods ("Goods") and services including, without limitation, any project management, demolition, construction, remodeling, material management, and/or design services (whether performed by LaMay Property Development or a subcontractor) as referenced on a Sale Document ("Services"). The Agreement expressly limits Buyer's acceptance to these terms and conditions. Buyer may reject the Agreement by not ordering or receiving any Goods or Services. The Agreement does not constitute an acceptance by LaMay Property Development of any offer or counteroffer of Buyer, and LaMay Property Development hereby rejects any additional, different, or inconsistent terms, conditions or limitations contained in or incorporated by reference in any forms, purchase orders or other documents of Buyer that already have been or hereafter may be presented to LaMay Property Development with respect to the Agreement.
 - b. If Buyer has submitted or will submit additional and/or different terms and conditions to LaMay Property Development, or submit a counteroffer to LaMay Property Development, LaMay Property Development's subsequent performance will not be construed as either acceptance of Buyer's additional and/or different terms and conditions or Buyer's counteroffer, nor will LaMay Property Development's subsequent performance be viewed as a willingness to accept any provision of the Uniform Commercial Code, as adopted by any State or Commonwealth, that is contrary or in addition to any of the terms and conditions hereof.
2. Prices.
 - a. Unless otherwise agreed to by LaMay Property Development in writing, LaMay Property Development's prices for the Goods and Services will be the prices stated on a Sale Document or the standard prices of LaMay Property Development for such Goods and Services as of the date thereof, provided that; provided, however, that LaMay Property Development may change the price for the Goods and Services in accordance with any change to its standard pricing for such Goods and Services prior to the date of shipment of Goods or performance of Services, as the case may be.
 - b. The prices of any and all Goods and Services shall be confidential, and Buyer shall not disclose such prices to any unrelated third party. LaMay Property Development and Buyer acknowledge and agree that money damages for any and all breaches of Buyer's obligation not to disclose the price of any Goods or Services is both incalculable and insufficient and that any such breach would irreparably harm LaMay Property Development. Therefore, in the event of an actual or prospective breach of the obligation of Buyer not to disclose the prices of any Goods and Services, LaMay Property Development shall be entitled to a permanent and/or a preliminary injunction to prevent or remedy such breach and shall have the right to specific enforcement of this Agreement against Buyer in addition to any other remedies to which LaMay Property Development may be entitled at law or in equity.
3. Specifications.
 - a. Unless LaMay Property Development has expressly agreed otherwise in writing, it is Buyer's responsibility to ensure that the Goods and Services are the ones that it has requested and that all specifications and quantities are correct. LAMAY PROPERTY DEVELOPMENT HEREBY EXPRESSLY DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES THAT GOODS AND SERVICES CONFORM TO ANY SPECIFICATIONS, DRAWINGS, DESIGNS, OR SAMPLES.
 - b. LaMay Property Development does not guarantee that product details in images are 100% accurate representations of the design, sizes, materials and the exact hue and tint of color depicted on a Sale Document.

- c. LaMay Property Development does not guarantee Goods or Services which are provided in accordance with special requests as defined by the Buyer, including, without limitation, installation contrary to standard skills or deviation from specifications.
 - d. In the event of a typographical error relating to price or quantity of an item described by LaMay Property Development, LaMay Property Development reserves the right to refuse to fill any order(s) that rely on such typographical error. All prices and services provided are subject to availability and limited quantities.
4. Submissions.
- a. If Buyer makes, or allows any third party to make, material available including, without limitation, text, names, graphics, designs, colors, logos, files and any such material (“Submissions”), Buyer is entirely responsible for the content of, and any harm resulting from, such Submissions. By submitting any Submissions, Buyer represents and warrants that (i) Buyer has the full right and authority to submit such Submissions, and that no such Submissions are subject to any copyright or other proprietary right of a third party. By submitting Submissions, Buyer grants LaMay Property Development a world-wide, royalty-free, and non-exclusive license to reproduce, modify, adapt and publish the Submissions.
 - b. Without limiting any of those representations or warranties, LaMay Property Development has the right (though not the obligation) to, in LaMay Property Development’s sole discretion to refuse any Submission that, in LaMay Property Development’s reasonable opinion, violates any LaMay Property Development policy or is in any way harmful or objectionable. LaMay Property Development will have no obligation to provide a refund of any amounts previously paid.
 - c. LaMay Property Development will be entitled to use, edit, reproduce, publish, translate, sublicense, copy and distribute and/or incorporate into other works in any form Submissions for any commercial or other purpose whatsoever without compensation or other accounting to Buyer or any other person sending the Submissions, and will not incur any liability as a result of any similarities that may appear in our future operations. Buyer will continue to be responsible for the substance of the Submissions including, without limitation, any indemnification obligations related to such Submissions. LaMay Property Development is not required to treat any Submissions as confidential.
5. Permitting, Licensing and Access.
- a. Buyer must provide LaMay Property Development with accurate and complete information, documentation, and materials necessary for LaMay Property Development to complete the Services, including, without limitation, artwork, color samples, material samples, permits, site plans, building plans, engineering (electrical, structural or mechanical), utilities, and all applicable codes, rules, and regulatory information. Compliance with any such rule, codes or regulations shall be the responsibility of Buyer, unless otherwise agreed.
 - b. Buyer is responsible for final proofreading of any Sale Document before their release for fabrication, construction or installation. In the event that Buyer has approved work containing errors or omissions, Buyer shall incur the cost of correcting such errors.
 - c. Buyer must provide unobstructed access to the site of construction and shall ensure that the building or structure involved is suitable and of sound construction and condition.
 - d. Buyer must provide LaMay Property Development with uninterrupted opportunity to perform and complete the Services and shall ensure that children, pets, home furnishings and personal possessions do not interfere with the Goods and Services. LaMay Property Development may change the price for the Goods and Services in the event that Buyer has caused unreasonable interference.
6. Shipment of Goods; Performance of Services.
- a. Shipment of all Goods shall be made F.O.B. point of shipment. Buyer shall bear the risk of loss and damage to Goods after delivery to the point of shipment.
 - b. Any shipping dates for Goods or performance dates for Services given in advance of actual shipment of Goods or performance of Services are LaMay Property Development’s best estimates for informational purposes only, and deliveries of Goods and performance of Services will be made subject to prior orders on file with LaMay Property Development. Unless otherwise agreed to by LaMay Property Development in writing, LaMay Property Development may, in its sole discretion, use any commercial carriers for

shipment of the Goods. LaMay Property Development will use its reasonable efforts to comply with Buyer's requests as to method and route of transportation, but LaMay Property Development reserves the right to use an alternate method or route of transportation, whether or not at a higher rate.

- c. Unless otherwise agreed to by LaMay Property Development in writing, Buyer will pay all insurance costs in connection with delivery of the Goods, if any, and be responsible for filing and pursuing claims with carriers for loss of, or damage to, Goods in transit.
- d. Buyer is responsible for obtaining at its sole cost and expense any and all necessary licenses and permits for the Goods and Services, including, without limitation, any licenses and permits for transportation.
- e. If Buyer is unable to receive the Goods when they are tendered, Buyer will be liable to LaMay Property Development for any losses, damages, or additional expenses incurred or suffered by LaMay Property Development as a result of Buyer's inability to receive the Goods.
- f. Buyer immediately will inspect all Goods upon its receipt of them and will be deemed to accept the Goods upon receipt. Any claims for shortages or discrepancies will be waived by Buyer unless made in writing to LaMay Property Development within five days of receipt of the Goods.
- g. LaMay Property Development may cancel in whole or in part any order for Goods or Services under the Agreement at any time.
- h. Until Buyer has fully and finally paid all amounts owed to LaMay Property Development for any Goods, Buyer shall hold such Goods in trust for LaMay Property Development, and LaMay Property Development may repossess them if Buyer fails to pay for them in a timely fashion.

7. Payment.

- a. All payments for Goods and Services must be made in United States currency unless specified in writing by LaMay Property Development. Payments for Goods and Services will be made by such means as LaMay Property Development may specify, such as by check, cashier's check, money order, credit card or wire transfer, provided that LaMay Property Development may refuse, in its sole discretion, payment by any means.
- b. Payment for Goods and Services is due within 7 days from the date of LaMay Property Development's invoice or final Sale Document; provided, however, that LaMay Property Development reserves the right, in its sole discretion, to require full payment in cash at any time.
- c. LaMay Property Development shall have the right to offset any and all amounts due and owing from LaMay Property Development to Buyer under this Agreement, including, without limitation, any chargebacks or rebates, against any amounts due and owing from Buyer to LaMay Property Development under this Agreement.
- d. If Buyer defaults in payment, Buyer will be liable for all collection costs incurred by LaMay Property Development including, without limitation, attorneys' and collection agency fees, and all related disbursements.
- e. If Buyer does not pay when payment is due, past due amounts are subject to service charges of one and a half percent (1 ½%) per month or the maximum percentage rate permitted by law.

8. Taxes and Third Party Fees.

- a. The purchase price of the Goods and Services does not include taxes. Buyer is responsible for payment of any transportation taxes, and any present or future sales, use, excise, import or any similar tax or other governmental charge applicable to the Agreement and pursuant to or in connection with the sale, purchase, processing, delivery, storage, use, consumption, performance or transportation of the Goods and Services.
- b. Buyer is responsible for any applicable third-party fee, including, without limitation, credit card fees, telephone toll charges, mobile carrier fees, Internet Service Provider charges, and data plan charges.

9. Cancellation. Buyer may cancel its order for Goods and/or Services, but only if LaMay Property Development agrees to such cancellation in writing and only after Buyer pays reasonable charges for expenses already incurred and commitments made by LaMay Property Development in connection with the placement of such order(s).

10. Disclaimer of Warranties.

- a. LaMay Property Development shall use commercially reasonable efforts to ensure the suitability and conformance of the Goods and Services. LaMay Property Development warrants that the Services will be performed in a professional and workman-like manner.
- b. LAMAY PROPERTY DEVELOPMENT HEREBY EXPRESSLY DISCLAIMS AND EXCLUDES ANY AND ALL REPRESENTATIONS AND WARRANTIES, WHETHER WRITTEN OR ORAL, WHETHER EXPRESS OR IMPLIED, WHETHER ARISING BY CONTRACT, AT LAW, IN EQUITY, BY STRICT LIABILITY OR OTHERWISE, WITH RESPECT TO THE GOODS AND SERVICES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY AGAINST DEFECTS IN DESIGN, MATERIALS AND WORKMANSHIP, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, OR COMPLIANCE WITH LAWS OR GOVERNMENT RULES OR REGULATIONS, ANY WARRANTY AGAINST REDHIBITORY DEFECTS, ANY WARRANTY OF GOOD TITLE, AND ANY WARRANTY AGAINST INFRINGEMENT OF THIRD PARTY INTELLECTUAL PROPERTY, INCLUDING, WITHOUT LIMITATION, ANY PATENTS, TRADEMARKS, OR COPYRIGHTS. LaMay Property Development shall, however, if given prompt written notice by Buyer of any claim of alleged patent, trademark or copyright infringement with respect to any Goods use its reasonable efforts to secure for Buyer such indemnity rights as the manufacturer may offer with respect to such Goods.

11. Exclusive Remedy.

- a. Buyer's EXCLUSIVE remedy against LaMay Property Development for any claim for, or arising out of, any defect in a Good tendered to Buyer is the repair or replacement of the Good, or alternatively, at LaMay Property Development's sole election, a refund of the purchase price of the Good.
- b. Buyer's EXCLUSIVE remedy against LaMay Property Development arising out of, or in connection with, any Service provided hereunder is the re-performance of that Service or, at LaMay Property Development's sole election, a refund of the purchase price of the Service.
- c. These remedies only will only be available to Buyer for one year after the Good is tendered or Service is provided to Buyer, and LaMay Property Development's obligations under this Section will be void unless Buyer provides LaMay Property Development with notice of the defect in the Good or Service within 30 days of discovery of the defect.

12. Limitation of Liability. NOTWITHSTANDING ANYTHING ELSE CONTAINED HEREIN TO THE CONTRARY, IN NO EVENT WILL: (A) LAMAY PROPERTY DEVELOPMENT BE LIABLE TO BUYER FOR ANY CIRCUMSTANTIAL, CONSEQUENTIAL, CONTINGENT, EXEMPLARY, INCIDENTAL, INDIRECT, LIQUIDATED, MATERIAL, PUNITIVE, SPECIAL, SPECULATIVE OR OTHER DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, SALES OR REVENUES, COST OF REPLACEMENT GOODS, LOST BUSINESS OR BUSINESS INTERRUPTIONS, OR ATTORNEYS FEES OR COURT COSTS ARISING IN ANY MANNER PURSUANT TO OR IN CONNECTION WITH THE AGREEMENT, THE GOODS OR THE SERVICES (EVEN IF LAMAY PROPERTY DEVELOPMENT IS MADE AWARE OF THE POTENTIAL FOR SUCH DAMAGES); AND (B) LAMAY PROPERTY DEVELOPMENT'S TOTAL LIABILITY RELATED TO ANY GOOD OR SERVICE EXCEED THE PURCHASE PRICE OF SUCH GOOD OR SERVICE.

13. Indemnification. Buyer will indemnify, defend and hold harmless LaMay Property Development, its members, officers, directors, employees, agents and representatives from and against all losses, damages, liabilities, costs, and expenses including, without limitation, property damage, loss of profits or revenue, loss of use of any property, cost of capital, cost of purchased or replacement power or temporary equipment, personal or bodily injury, or death ("Losses"), that may arise pursuant to or in connection with the Agreement, the Goods, or the Services (including, without limitation, Losses arising in connection with the performance of Services on Buyer's premises by LaMay Property Development's employees, representatives, agents, or subcontractors), regardless of whether such Losses are suffered directly by Buyer or arise pursuant to or in connection with a third-party suit, claim, counterclaim, demand, judgment or other action (each a "Claim") and regardless of whether or not LaMay Property Development or any third-party is proportionately negligent with respect to such Losses and/or Claim, provided that Buyer need not indemnify LaMay Property Development for LaMay Property Development's obligation, if any, to Buyer under the remedies described herein. For the avoidance of doubt and without limitation, this indemnification obligation requires Buyer to pay any judgments against LaMay Property Development or any other indemnified party resulting from any Claim, any court costs of LaMay

Property Development or any other indemnified party in connection with any Claim, and any reasonable attorneys' fees and disbursements incurred by LaMay Property Development or any other indemnified party in LaMay Property Development's defense of any Claim. LaMay Property Development will have the sole and exclusive right to conduct the defense of any Claim at Buyer's sole and exclusive cost and expense. Buyer's indemnification obligation does not depend on the truth or accuracy of any allegations made against LaMay Property Development, Buyer or any third party.

14. **Product Suitability.** Goods sold by LaMay Property Development are designed by the manufacturer to meet stated U.S. safety standards and regulations. Because local safety standards and regulations may vary significantly, LaMay Property Development cannot guarantee that the Goods meet all applicable requirements in each locality. Buyer assumes responsibility for compliance with such safety standards and regulations in the localities in which the Goods will be shipped, sold and used. Before purchase and use of any Goods, Buyer should review the product application, and national and local codes and regulations, and verify that the use and installation of the Goods will comply with them.
15. **Ownership.** LaMay Property Development shall have and retain all right, title, and interest in and to any and all trade secrets, technical data, sales service and product plans, methodologies, techniques, designs, molds, tools, samples, systems, know-how, expertise and other proprietary information that it may use pursuant to or in connection with any Services, and Buyer shall not obtain a license to, or any other property rights in, any such LaMay Property Development property pursuant to or in connection with this Agreement.
16. **Availability; Laws.** Buyer hereby warrants and represents that it will comply with any and all Laws with respect to the purchase, use, and operation of any and all Goods and Services. For purposes hereof, "Laws" means any international, multinational, national, foreign, federal, state, municipal, local (or other political subdivision) or administrative laws, constitutions, statutes, codes, ordinances, rules, regulations, requirements, standards, policies or guidances having the force of law, treaties, judgments or orders of any kind or nature whatsoever, including, without limitation, any judgment or principle of common law.
17. **Interpretation of the Agreement.** None of LaMay Property Development's or Buyer's members, shareholders, directors, officers, partners, managers, employees, agents or representatives have any authority to orally modify or alter in any way the terms and conditions of the Agreement. The terms, conditions, and limitations set forth in the Agreement can be modified, altered, or added to only by a subsequent written instrument signed by an authorized representative of LaMay Property Development or by language included on a Sale Document. Regardless of how many times Buyer purchases, or has purchased, goods and services from LaMay Property Development by whatever means, each time Buyer accepts the Agreement, Buyer and LaMay Property Development enter into a separate agreement that will be interpreted without reference to any other agreement between Buyer and LaMay Property Development, or what Buyer may claim to be a course of dealing or course of performance that has arisen between Buyer and LaMay Property Development. No inconsistent usage of trade or industry custom, if any, prior to, contemporaneous with or subsequent to the making of the Agreement will waive, vary, serve to explain or serve to interpret any of the terms, conditions and limitations of the Agreement. The Agreement is the sole and exclusive agreement with respect to the matters discussed herein and the provision of Goods and Services hereunder, (except for any contemporaneous writing agreed to in writing by LaMay Property Development expressly modifying the terms and conditions hereof, which is hereby incorporated herein by reference and made a part hereof) and supersedes all prior and contemporaneous agreements and understandings, negotiations, inducements, representations or conditions, whether oral or written, whether express or implied, with respect to such matters. Failure by LaMay Property Development to enforce any of the terms, conditions and limitations of the Agreement will not constitute a waiver of those terms, conditions and limitations or a waiver of any other terms, conditions or limitations of the Agreement, and the failure of LaMay Property Development to exercise any right (whether provided by the Agreement, law, equity, or otherwise) arising from Buyer's default under the Agreement will not constitute a waiver of that right or any other rights.
18. **Force Majeure.** LaMay Property Development will not be liable for its failure to perform under the Agreement (including, without limitation, the failure to deliver any Goods or perform any Services) due to circumstances beyond its control, including, without limitation, fire, flood, earthquake, severe weather, pestilence or similar catastrophe; war, act of terrorism, or strike; lack or failure of transportation facilities, shortage of suitable parts,

materials or labor; any existing or future law, rule, regulation, decree, treaty, proclamation, or order of any governmental agency; inability to secure fuel, materials, supplies, equipment or power at reasonable prices or in sufficient amounts; act of God or the public enemy; or any other event or cause beyond LaMay Property Development's reasonable control, including, without limitation, any delay caused by Buyer (each, a "Force Majeure Event"). If any Force Majeure Event prevents LaMay Property Development's performance of any of its obligations under the Agreement, LaMay Property Development will have the right to (a) change, terminate or cancel the Agreement, or (b) omit during the period of the Force Majeure Event all or any portion of the quantity of the Goods deliverable during that period, whereupon the total quantity deliverable under the Agreement will be reduced by the quantity omitted. If LaMay Property Development is unable to supply the total demands for any Goods to be delivered under the Agreement due to a Force Majeure Event, LaMay Property Development will have the right to allocate its available supply among its customers in whatever manner LaMay Property Development deems to be fair and equitable. In no event will LaMay Property Development be obligated to purchase materials from other than its regular sources of supply in order to enable it to supply Goods to Buyer under the Agreement. No change, cancellation or proration by LaMay Property Development will be deemed to be a breach of any clause, provision, term, condition, or covenant of the Agreement.

19. Electronic Consent. Buyer acknowledges that Buyer's electronic submissions constitute Buyer's agreement and intent to be bound by this Agreement. Pursuant to any applicable statutes, regulations, rules, ordinances or other laws, including, without limitation, the Electronic Signatures in Global and National Commerce Act, P.L. 106-229 ("E-Sign Act") or other similar statutes, BUYER HEREBY AGREE TO THE USE OF ELECTRONIC SIGNATURES, CONTRACTS, APPLICATIONS AND OTHER RECORDS AND ELECTRONIC DELIVERY OF NOTICES, POLICIES AND RECORDS OF TRANSACTIONS INITIATED OR COMPLETED WITH LAMAY PROPERTY DEVELOPMENT. Further, Buyer hereby waives any rights or requirements under any statutes, regulations, rules, ordinances or other laws in any jurisdiction which require an original signature or delivery or retention of non-electronic records, or to payments or the granting of credits by other than electronic means. Buyer may obtain a copy of this Agreement by printing it now at no additional cost to Buyer or by contacting LaMay Property Development.
20. Choice of Law; Choice of Venue. The negotiation, execution, performance, termination, interpretation and construction of the Agreement will be governed by the law of the Commonwealth of Pennsylvania, except for Pennsylvania's choice of law rules. If either LaMay Property Development or Buyer brings a lawsuit or any other action arising out of the Agreement against the other party, such party must file its lawsuit or other action in a state or federal court located in Pittsburgh, Pennsylvania. LaMay Property Development and Buyer expressly submit to the exclusive jurisdiction of those courts and consent to venue in those courts, and LaMay Property Development and Buyer consent to extra-territorial service of process on LaMay Property Development and Buyer. In the event of litigation pertaining to any matter covered by the Agreement, each of LaMay Property Development and Buyer hereby agree to waive any right that it may have to a jury trial of any or all issues that may be raised in such litigation. Nothing contained in the Agreement will be construed to limit or waive any rights of LaMay Property Development under applicable United States federal, state, or local laws. Any provision of the Agreement held to be invalid, illegal or unenforceable will be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions hereof.
21. Binding Authority. Any director, officer, employee, representative, or agent of Buyer signing or otherwise entering into this Agreement hereby represents and warrants that he or she is duly authorized to execute and enter into this Agreement on behalf of Buyer.

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