

TERMS AND CONDITIONS

1. PRODUCT TO BE SHIPPED BY RedBuilt LLC

RedBuilt LLC shall furnish and deliver only those items specifically listed in this Agreement. Any accessory items (such as bridging, bracing, blocking panels, bolts, etc.) which are not listed shall not be furnished by RedBuilt LLC. Delivery and condition of dealer stocked items are the responsibility of the dealer.

2. RedBuilt LLC's LIMITED WARRANTIES

RedBuilt LLC warrants that any products bearing its trademarks will be free from any defects in workmanship and materials. RedBuilt LLC further warrants that the design of its products shall be adequate to safely carry the loads specified, provided the products are properly installed and used. RedBuilt LLC's sole responsibility shall be to repair or replace non-conforming goods supplied. In the event of defect or non-conformity, purchaser shall promptly notify RedBuilt LLC in writing and buyer will protect and retain these products for a reasonable amount of time to allow RedBuilt LLC to investigate and make necessary corrections or replacements. **There are no other warranties, either of merchantability or fitness, either express or implied, other than those explicitly set forth in this paragraph and in bold type in paragraph #6 below.** Further, if the product is not used in strict conformance with RedBuilt LLC's published design limits, if the product is used in an application other than as specifically described in writing with the order, or if products are in any way altered except as explicitly provided in RedBuilt LLC's published instructions or by written permission of RedBuilt LLC, then all warranties are void.

3. CHANGE ORDERS

Should Project requirements necessitate a change in the materials described in this Purchase Agreement, Purchaser shall initiate a Change Order to RedBuilt LLC for that purpose.

4. PRODUCTS NOT BEARING RedBuilt LLC TRADEMARKS

Products not bearing RedBuilt LLC trademarks are not covered by RedBuilt LLC warranties. For warranties pertaining to these products, please refer to applicable product information published by Others.

5. LIMITATION OF CONSEQUENTIAL DAMAGES

With respect to all products purchased in connection with the Purchase Agreement, including products manufactured by others, RedBuilt LLC shall not be liable for direct, indirect, or consequential damages arising out of the use or performance of these products.

6. TYPES OF DRAWINGS AVAILABLE FROM RedBuilt LLC

All drawings prepared by RedBuilt LLC are intended to be used as a guide to product layout only. These drawings are not intended to replace, or act as, the design drawings of the building. As a manufacturer of structural products, we provide professional and technical expertise for products bearing our trademarks only. We do not provide project structural engineering services. Any charge for drawings paid by the purchaser, is for drawing, product selection and layout services, only.

Shop drawings are prepared in a RedBuilt LLC Design Center and at the Purchaser's option, under the direction of a RedBuilt LLC engineer. Member selection and spacing is based on loads specified by others. Architectural drawings for the building must be submitted to the Design Center with the order.

Sales presentation drawings are prepared by or under the direction of a Technical Representative for RedBuilt LLC. Since these drawings are not prepared by a RedBuilt LLC Design Center, a RedBuilt LLC engineer's seal cannot be provided on sales presentation drawings.

RedBuilt LLC will not complete fabrication of the products until verification and approval of the shop drawings or sales presentation drawings is complete. Correctness of the drawings, including dimension and assumed loads, is the responsibility of the Purchaser. If both types of drawings are prepared, the shop drawings will control.

As the manufacturer of structural products, **RedBuilt LLC WARRANTS THAT THE PRODUCTS SHALL BE ADEQUATE TO CARRY THE LOADS SPECIFIED ON THE SHOP DRAWINGS OR SALES PRESENTATION DRAWINGS.**

7. INSTALLATION REVIEW

Although RedBuilt LLC is under no obligation to make an installation review, RedBuilt LLC may from time to time review the installation of the product at the jobsite. The purpose of this review is to verify proper product application only. RedBuilt LLC does not thereby become an insurer, nor shall such review give rise to any additional warranties.

8. PAST DUE ACCOUNTS AND RETAINAGE

Interest will be charged on all past due accounts at the rate of **1.25%** per month (**15%** per annum), or the maximum legal rate, whichever is less. Purchaser agrees that there shall be no retainage of the purchase price for products purchased under this Agreement, and further, that RedBuilt LLC shall not be bound by the terms and conditions of any general contract or subcontract between Purchaser and third parties.

9. ENFORCEMENT

If it becomes necessary for either party to commence legal action to enforce any of the terms of this contract, the prevailing party in such legal action shall be entitled to reasonable attorney's fees.

10. CONFLICTING TERMS AND ENTIRE AGREEMENT

To the extent any conflicting terms or conditions are embodied in the Purchaser's Purchase Order, Purchaser and RedBuilt LLC hereby agree that the terms or conditions contained herein shall supersede any conflicting terms or conditions. This Agreement embodies the entire agreement between RedBuilt LLC and Purchaser and any subsequent modification must be accepted by RedBuilt LLC in writing.

11. PRICE PROTECTION

The prices shown on the Purchase Agreement will be guaranteed if the proposal is accepted within the time limit specified, and if the material delivers prior to the date specified. If these dates remain blank, the proposal must be accepted within 30 days from the quote date, and the material must deliver within 120 days from the date of acceptance.

PRICES ARE SUBJECT TO CHANGE BEYOND THESE LIMITS.