

**WESTLAKE CANADA INC. D.B.A WESTLAKE ROYAL BUILDING PRODUCTS/  
WESTLAKE CANADA INC. D.B.A. ROYAL BUILDING SOLUTIONS/  
WESTLAKE ROYAL BUILDING PRODUCTS (USA) INC.  
TERMS AND CONDITIONS OF SALE**

**THESE TERMS AND CONDITIONS OF SALE (THESE "TERMS AND CONDITIONS") APPLY TO THE SALE OF ANY PRODUCTS BY WESTLAKE CANADA INC. D.B.A. WESTLAKE ROYAL BUILDING PRODUCTS, WESTLAKE CANADA INC. D.B.A. ROYAL BUILDING SOLUTIONS OR WESTLAKE ROYAL BUILDING PRODUCTS (USA) INC. OR ANY OF THEIR RESPECTIVE SUBSIDIARIES (COLLECTIVELY, "SELLER").**

**ALL ORDERS ARE ACCEPTED AND ALL SALES ARE EXPRESSLY MADE CONDITIONAL ON PURCHASER'S AGREEMENT TO THESE TERMS AND CONDITIONS, NOTWITHSTANDING ANY PURCHASE ORDERS OR OFFERS CONTAINING DIFFERENT OR ADDITIONAL PROVISIONS, ALL OF WHICH ARE HEREBY EXPRESSLY REJECTED. PURCHASER'S ACCEPTANCE OF GOODS CONSTITUTES ACCEPTANCE OF THESE TERMS AND CONDITIONS AND ALSO PURCHASER'S AGREEMENT THAT THEY CONTROL OVER ANY TERMS, CORRESPONDENCE OR FORMS SUPPLIED BY PURCHASER AT ANY TIME.**

**ACCEPTANCE/CANCELLATION.** Orders cannot be cancelled by Purchaser without Seller's written consent and are subject to change or price adjustment based on fluctuations in material price and availability. These Terms and Conditions are a final, complete and exclusive statement of the parties' agreement. No statements or changes of any kind or any conflicting terms or conditions in any writing by Purchaser to Seller are binding on Seller unless specifically agreed to in writing by Seller. Prior statements, representations, and agreements not expressly incorporated herein are excluded and superseded hereby. No course of prior dealings between Seller and Purchaser and no usage of trade shall be used to supplement any term in these Terms and Conditions or any order to which they relate. Acceptance or acquiescence in a course of performance shall not be relevant to alter the meaning of these Terms and Conditions or any order to which they relate.

**MODIFICATIONS MUST BE IN WRITING.** These Terms and Conditions may not be modified, rescinded or waived by agreement or conduct unless specifically agreed to in writing by Seller. The amount of any present or future sales, use, excise, or similar taxes applicable to the ordered goods shall be added to Seller's price and paid by Purchaser, unless Purchaser timely provides Seller with a tax exemption certificate applicable to Seller.

**SHIPMENT/DELIVERY.** Seller shall not be liable for any penalty or damages, liquidated or otherwise, for any shipment delays. Unless otherwise stated by Seller, goods are shipped F.O.B. shipping point only; and all loss, damage and delay in transit are at the risk of Purchaser. Unless otherwise stated by Seller, when goods have been delivered to a carrier, risk of loss passes to Purchaser, and Seller's responsibility for delivery ends. Shipments should be examined carefully before being accepted from the carrier. Seller has no responsibility or liability for damage after having received "in good order" receipts from a carrier at the shipping point. Claims for shortages or non-conforming shipments must be made in writing and sent to Seller immediately upon Purchaser's receipt of the shipment (i.e., within 24 hours of Purchaser's receipt of the shipment). Failure to give such notice shall be deemed unqualified acceptance of the shipment and a waiver by Purchaser of any claim with respect to the shipment.

**TITLE TO GOODS.** Purchaser acknowledges and agrees that until payment of the amount shown on Seller's invoice is received by Seller, title to the goods covered by that invoice shall remain with Seller, whether or not the goods are in Seller's possession and whether or not they have been fabricated or used by Purchaser. Until such payment has been made in full, Seller shall have the right to, at any time and without notice, enter the premises where the goods are located and take possession of the same in the event that Purchaser's payment obligation for those goods has become past-due, and Purchaser agrees to defend, indemnify and save Seller harmless from and against any and all costs, expenses and damages (including legal fees and related expenses) arising out of any claim asserted against Seller as a consequence to Seller's exercise of such right.

**INSURANCE.** Purchaser agrees to keep the goods fully insured against loss, theft, destruction and damage (including where the same occurs while the goods are in the possession of the carrier that is transporting the goods or in the possession of a third-party warehouse) occurring at any point after

Purchaser or Purchaser's carrier or other representative takes possession of the goods, which insurance shall be placed with insurance companies for the benefit of Seller and the proceeds of any such insurance shall, at the option of Seller, be applied to the payment due or becoming due at the time of such payment or applied toward the replacement of the goods, and if the goods shall be replaced, then, and in such event the terms, provisions and conditions of these Terms and Conditions shall apply to such replaced products with the same force and effect as if such replacement products had originally been the subject of these Terms and Conditions or the order to which they relate.

**DEFAULT.** If Purchaser defaults in paying by the specified due date any of the payments provided for in any invoice issued by Seller, or if a proceeding in bankruptcy, receivership or insolvency shall be instituted or filed by or against Purchaser as a debtor, bankrupt, defendant or insolvent, or if Purchaser shall enter into any arrangement or agreement with its creditors, the full amount of the purchase price then remaining unpaid shall, at the option of Seller, be immediately due and payable, anything to the contrary in any other document or agreement notwithstanding, it being expressly agreed that the title in the goods shall vest in Purchaser only on the payment of the full purchase price and on the compliance by Purchaser with Purchaser's obligations under these Terms and Conditions.

**RETURNS.** Unless Purchaser has first obtained Seller's consent to accept goods for return or credit, Seller will not be required to accept returned goods from Purchaser. Risk of loss for returned goods will remain with Purchaser, and Purchaser shall reimburse Seller for any cost Seller incurs in connection with the shipment and return of the goods. Goods fabricated to order (i.e., "custom goods") are not returnable under any circumstances, except as part of a remedy pre-approved by Seller for a legitimate warranty claim.

**NON-PAYMENT/ENFORCEMENT.** Interest at the lesser of the maximum legal rate or 18% per year shall be charged on overdue accounts at a rate of 1.5% per month. If an invoice is not paid when due, or if it becomes necessary for Seller to enforce these Terms and Conditions, Purchaser agrees to pay all costs of collection or enforcement or both, including attorneys' fees and related costs and expenses, whether incurred in or out of court, in an appeal, in arbitration, in a bankruptcy proceeding, in any insolvency proceedings or any other similar proceedings.

**PENALTY CLAUSES.** Seller shall have no liability arising from penalty or liquidated damage clauses of any kind, written or implied.

**LIMITED WARRANTY/SOLE REMEDY.**

**SELLER WARRANTS THAT IT HAS GOOD TITLE TO THE GOODS SOLD BY IT AND THAT THE GOODS CONFORM TO ANY WRITTEN SPECIFICATIONS OR DESCRIPTIONS ISSUED BY SELLER FOR THOSE GOODS OR EXPRESSLY AGREED UPON IN WRITING BETWEEN SELLER AND PURCHASER.**

**SELLER'S ENTIRE LIABILITY TO PURCHASER IS LIMITED TO THE PURCHASE PRICE OF THE GOODS IN RESPECT OF WHICH A CLAIM IS MADE, PLUS COSTS OF TRANSPORT.**

**IF GOODS SOLD TO PURCHASER FAIL TO CONFORM TO THIS LIMITED WARRANTY, PURCHASER MUST GIVE SELLER WRITTEN NOTICE OF SUCH NONCONFORMANCE (A) WITHIN THIRTY (30) DAYS OF THE TIME WHEN THE DEFECT WAS OR SHOULD HAVE BEEN DISCOVERED, BUT (B) NOT LATER THAN SIXTY (60) DAYS AFTER THE RECEIPT OF THE GOODS IN ANY EVENT, OR PURCHASER WAIVES ANY WARRANTY CLAIM OR OTHER CLAIM WITH RESPECT TO THE GOODS.**

**SELLER'S ENTIRE LIABILITY (AND PURCHASER'S ENTIRE REMEDY) ON ANY CLAIM ARISING OUT OF THE SALE OF THE GOODS OR ITS REPLACEMENT OF DEFECTIVE GOODS, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHERWISE, SHALL BE LIMITED TO THE PURCHASE PRICE OF THE GOODS THAT ARE PROVEN DEFECTIVE, PLUS COSTS OF TRANSPORT. THIS WARRANTY DOES NOT EXTEND TO, AND IS VOIDED BY, GOODS DAMAGED OR FAILED BECAUSE OF, OR BY USE WITH, MATERIALS OR SUPPLIES OR METHODS NOT APPROVED BY SELLER OR OTHER APPLICABLE INSTALLATION STANDARDS OR CODES, OR BECAUSE OF MISUSE, ABUSE, ACCIDENT DAMAGE IN TRANSIT, IMPROPER HANDLING OR INSTALLATION NOT IN ACCORDANCE WITH RECOMMENDED PRACTICES OR CODES, OR RESULTING**

**CONSEQUENCES. MOLD, WELD OR FUSION LINES ARE NOT DEFECTS OR NON-CONFORMITIES.**

**PURCHASER AGREES THAT NEITHER SELLER NOR SELLER'S OFFICERS, DIRECTORS, MANAGERS, EMPLOYEES, AGENTS, DISTRIBUTORS OR REPRESENTATIVES SHALL, UNDER ANY CIRCUMSTANCES, BE LIABLE (A) FOR ANY OTHER DAMAGES, DIRECT, INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL, WHETHER RESULTING FROM SELLER'S NEGLIGENCE OR OTHERWISE, RESULTING FROM OR IN CONNECTION WITH THE GOODS SOLD TO PURCHASER, NOR (B) FOR ANY CLAIMS, ACTIONS, SUITS OR PROCEEDINGS THAT MAY BE INSTITUTED IN CONNECTION WITH THE FOREGOING, INCLUDING CLAIMS, ACTIONS, SUITS AND PROCEEDINGS MADE BY SUBSEQUENT OWNERS AND USERS OF THE GOODS, NOR FOR STRICT LIABILITY OR OTHER TORT, NOR (C) FOR LOST REVENUES OR EARNINGS, LOST PROFITS, LOST OPPORTUNITIES, COSTS OR DELAYS, LOST GOOD WILL OR REPUTATION, OR PUNITIVE OR EXEMPLARY DAMAGES. IF IT IS FOUND THAT THIS REMEDY FAILS OF ITS ESSENTIAL PURPOSE, SELLER'S LIABILITY SHALL NONETHELESS BE LIMITED TO A REFUND OF THE PURCHASE PRICE PAID, PLUS TRANSPORTATION COSTS. THE EXCLUSION OF CONSEQUENTIAL DAMAGES SHALL BE DEEMED INDEPENDENT OF, AND SHALL SURVIVE ANY FAILURE OF, THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.**

**SELLER SHALL HAVE THE RIGHT TO MODIFY AT ANY TIME THE DESIGN OF PRODUCTS OR MATERIALS USED THEREIN WITHOUT ANY LIABILITY, EXCEPT TO THE EXTENT THAT ANY SUCH MODIFICATION WOULD BE A BREACH OF ANY SPECIFICATIONS OR DESIGN REQUIREMENTS THAT HAVE BEEN AGREED UPON IN WRITING BETWEEN SELLER AND PURCHASER.**

**SELLER RESERVES THE RIGHT TO DISCONTINUE THE MANUFACTURE AND SELLING OF ANY PRODUCT AT ANY TIME, EXCEPT TO THE EXTENT THAT DECISION WOULD BREACH ANY WRITTEN AGREEMENT BETWEEN SELLER AND PURCHASER FOR SELLER TO SUPPLY PURCHASER WITH A FIXED QUANTITY OR VOLUME OF THAT PRODUCT, AND SELLER HAS NOT YET SATISFIED THAT QUANTITY OR VOLUME.**

**EXCLUSIONS OF WARRANTY AND LIMITATION OF LIABILITY AND REMEDIES. SELLER MAKES NO WARRANTY OTHER THAN THE LIMITED WARRANTY GIVEN ABOVE, WHICH IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY SELLER. THIS LIMITED WARRANTY AND REMEDY IS EXPRESSLY IN LIEU OF ANY AND ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING ANY STATUTORY WARRANTIES, AND EXCLUDES ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE HEREBY EXPRESSLY DISCLAIMED. PURCHASER'S PURCHASE OF THE GOODS IS IRREVOCABLE. PURCHASER HAS DECIDED THAT THE STANDARD OF THE GOODS IS FIT FOR PURCHASER'S PURPOSE.**

**PURCHASER IS SOLELY RESPONSIBLE FOR DETERMINING THE SUITABILITY FOR USE OR APPLICATION OF ANY GOODS, INCLUDING COMPONENTS THEREOF, OR WHETHER SUCH GOODS MEET REQUIREMENTS OF APPLICABLE BUILDING CODES OR SAFETY CODES FOR SPECIFIC APPLICATIONS.**

**THE WARRANTIES OF SELLER ARE NOT TRANSFERRABLE TO ANY SUBSEQUENT OWNER OF THE GOODS. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THAT THE ABOVE MAY NOT APPLY TO YOU.**

**CONDITIONS OF RESALE/SUBSEQUENT PURCHASERS.** These Terms and Conditions shall be binding upon all subsequent owners and users of the goods. Goods are sold subject to the condition that they shall not be resold or otherwise conveyed without similar conditions, including that these Terms and Conditions be imposed on the subsequent purchaser/user or transferee.

**CREDIT INQUIRIES.** Purchaser authorizes Seller to make inquiries and to receive information about Purchaser's credit experience from others and to enter this information in Purchaser's file.

**POWER OF ATTORNEY.** Purchaser hereby irrevocably authorizes and empowers any attorney of any court of record to appear for and confess judgement therein against Purchaser for the amount for which Purchaser may be or become liable to Seller under these Terms and Conditions, as evidenced

by an affidavit signed by a representative of Seller setting forth the amount then due, plus 15% thereof, but no less than \$500.00, as an attorney's commission, with costs of suit, release of errors, and without right of appeal. If a copy hereof, verified by an affidavit, shall have been filed in said proceeding, it shall not be necessary to file the original as a warrant of attorney. Purchaser waives the right to any stay of execution and the benefit of all exemption laws now or hereafter in effect. No single exercise of the forgoing warrant and power to confess judgement shall be deemed to exhaust the power, whether or not any such exercise shall be held by any court to be invalid, voidable, or void, but the power shall continue undiminished and may be exercised from time to time as often as Seller shall elect, until all sums payable or that may become payable by Purchaser have been paid in full.

**NO ASSIGNMENT.** These Terms and Conditions are not assignable by Purchaser without the prior written consent of Seller, which consent may be granted or withheld in Seller's sole and absolute discretion, but shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

**HEADINGS.** The section headings used herein are for convenience of reference only and do not form a part of these Terms and Conditions, and no construction or inference shall be derived therefrom.

**FORCE MAJEURE.** Seller shall not be responsible for any loss or damage of any kind or nature whatsoever, direct or indirect, suffered by Purchaser, subsequent purchasers, ultimate users of goods, or any other person or entity, as a result of any factors beyond Seller's control, including, without limitation, Purchaser's acts or omissions, labor shortages, strikes, lock-outs, work slowdowns, accidents, fire, floods, earthquakes, severe weather, serious accidents, epidemics, pandemics, quarantines or other mass adverse health events, wars, breakdowns, delays in manufacture, transportation or delivery of goods or materials purchased by Seller, unavailability, inadequacy or shortages of material or services, acts of God, embargoes, wars, insurrections or riots, terrorism, acts of civil or military authorities, civil commotion, or governmental or regulatory or licensing action or changes, or any other circumstances beyond Seller's reasonable control. In the event of any of the foregoing, Seller's performance shall be excused for the duration of such condition or event and for so long thereafter as required by Seller to recover therefrom.

**SEVERABILITY.** Invalidity of any part of these Terms and Conditions shall not invalidate the remainder, and Purchaser and Seller agree to amend these Terms and Conditions to substitute for the provision at issue a valid, legal and enforceable provision as similar as possible to the provision at issue and to otherwise give effect to the provision at issue as much as possible.

**LANGUAGE.** The following statement is translated in English to "At the express request of the parties, this agreement has been prepared in the English language" and is applicable only if either or both of Purchaser or Seller are located in Canada. "A la demande des parties aux présentes, cette convention a été préparée dans la langue anglaise."

**CHOICE OF LAW AND BINDING ARBITRATION.** These Terms and Conditions and the orders to which they relate shall be construed and governed by the laws of the State of Texas if Seller is located in the United States of America or the laws of the Province of Ontario if Seller is located in Canada. The United Nations Convention on Contracts for the International Sale of Goods does not apply. Except as provided under the **NON-PAYMENT/ENFORCEMENT** and **POWER OF ATTORNEY** sections herein, any claim, dispute or controversy (whether in contract or tort, pursuant to statute or regulation, or otherwise and whether pre-existing, present or future) arising out of or relating to (i) these Terms and Conditions, (ii) a good or service, (iii) oral or written statements, or advertisements or promotions relating to these Terms and Conditions or to a good or service or (iv) the relationships that result from these Terms and Conditions (including relationships with third parties who are not parties to any orders to which these Terms and Conditions relate or the transactions contemplated thereby) (each, a "Claim"), will be referred to and determined by binding arbitration (to the exclusion of the courts). By so agreeing, you waive any right you may have to commence or participate in any class action against us related to any Claim and, where applicable, you hereby agree to opt out of any class proceeding against us otherwise commenced. By so agreeing, you further expressly waive any right to a jury trial regarding disputes related to these Terms and Conditions, any order to which they relate or any Claim. Arbitration shall occur in the city Houston, Texas (if Seller is located in the United States of America) or in Toronto, Ontario (if Seller is located in Canada) by a panel of three (3) arbitrators, one of whom is selected by each party and the third of which is selected by the first two so selected, under the rules of the American Arbitration Association, and judgment may be rendered upon the award made by a court in the city of

Houston, Texas (if Seller is located in the United States of America) or in the city of Toronto, Ontario (if Seller is located in Canada), or any other court of competent jurisdiction.

Revised 3/9/22