

Terms & Conditions

1. **Applicability.**

These terms and conditions of sale (the "Terms") are the only terms which govern the sale of goods ("Goods") by Woodbury Supply Company, Inc. d/b/a Millwork Masters ("WSC" or "Seller") to Buyer as identified on any Quotation, Purchase Order, Contract or Invoice. The Quotation, Purchase Order, Contract or Invoice and these Terms (collectively, the "Agreement") comprise the entire agreement between the parties and supersede all prior agreements and communications.

These Terms govern the sale regardless of any other terms Buyer may submit or offer. 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. Acceptance of a Quotation, Purchase Order, Contract or Invoice constitutes acceptance by Buyer of these Terms. Buyer's acceptance, approval, or signature of any Quotation shall constitute a binding agreement to purchase the Goods described therein and shall be deemed a final sale, subject only to these Terms.

Terms may only be amended or modified in writing and signed by an authorized representative of each party. No verbal commitment, representation, or promise made by any WSC employee or sales representative may modify or supersede these Terms.

2. **Delivery.**

All Goods are delivered either by Seller using its own vehicles or picked up by Buyer at Seller's warehouse.

Goods become the Buyer's responsibility when; (i) Goods delivered by the Seller are placed at the delivery location designated by the Buyer, or (ii) Goods picked up by the Buyer or Buyer's designated agent are loaded into Buyer or Buyer's agent's vehicle.

If, upon delivery at a job site, no authorized representative of Buyer is present to accept delivery and sign a delivery receipt, Seller may leave the Goods at the designated delivery location identified by Buyer. In such case, Buyer will be responsible for the Goods and payment as if delivery had been accepted and acknowledged by Buyer, unless Buyer has previously instructed Seller in writing not to leave Goods without a signed receipt.

Deliveries are made on a first floor / tailgate basis unless otherwise agreed in writing, and any additional services may be subject to additional charges.

Buyer is responsible for ensuring safe and reasonable access to the delivery location. Seller may refuse or delay delivery if site conditions are unsafe or inaccessible, and any additional delivery attempts may be subject to additional charges.

Seller is not liable for delivery delays and may deliver Goods in installments.

As collateral security for the payment of the purchase price of the Goods, Buyer grants Seller a lien on and security interest in all right, title, and interest in the Goods, including all proceeds thereof.

Buyer authorizes Seller to file a UCC-1 financing statement or similar documentation as necessary to perfect such interest.

3. **Payment.**

Buyer will make payment in accordance with the following:

Standard (Non-Account Customers): An invoice will be issued upon receipt of Goods into Seller's warehouse. Full payment (cash, check, or ACH) of the invoiced amount must be received prior to delivery or release of the Goods.

Delayed Pickup / Storage: If Goods remain in Seller's warehouse for more than thirty (30) days after Buyer is notified of availability, Seller reserves the right to require immediate payment in full, regardless of delivery status. Payment will be due within five (5) business days of such notice.

Charge Accounts: Buyers with an approved charge account will be subject to the terms and conditions of such account agreement.

Buyer will pay interest on all late payments at the rate of 1.5% per month, or the maximum rate permitted by applicable law, on all amounts outstanding more than thirty (30) days from the payment

due date. Buyer will reimburse Seller for all costs incurred in collecting any late payments or otherwise enforcing its rights under this Agreement, including, without limitation, attorneys' fees and costs. Buyer will not withhold payment of any amounts due by reason of any set-off, counterclaim, or dispute with Seller.

Seller reserves the right to assess storage fees on any Goods not collected/picked up or scheduled for delivery within ninety (90) days after Buyer is notified of availability.

Title to the Goods remains with Seller until paid in full. Seller retains all rights of a secured creditor, including reclamation upon default.

4. Warranty.

Seller warrants only that Goods conform to the Purchase Order at delivery. Any manufacturer warranties are passed through to Buyer to the extent assignable, without Seller liability. EXCEPT AS STATED ABOVE, ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE DISCLAIMED.

5. Suspension and Termination.

Seller reserves the right to suspend performance, withhold deliveries, cancel pending or future orders, or terminate this Agreement upon written notice to Buyer if Buyer: (i) fails to pay any amount when due and such failure continues for five (5) days after notice; (ii) breaches any provision of these Terms; or (iii) becomes insolvent or subject to any bankruptcy or similar proceeding. Upon such suspension or termination, all outstanding amounts owed by Buyer will become immediately due and payable, and Seller will have the right to withhold delivery, recover or withhold Goods not yet delivered, and exercise any other remedies available at law or in equity.

6. Special Orders and Deposits.

A "Special Order" is any product not regularly maintained in WSC's standard inventory that is ordered, manufactured, or procured specifically for a Buyer, including custom or non-stock products. ALL SPECIAL ORDERS ARE NON-CANCELLABLE AND NON-RETURNABLE. Once a Special Order has been placed with a manufacturer or supplier, it may not be cancelled, modified, exchanged, or returned, and no credit or refund will be issued.

Special Orders with a total value of \$3,500.00 or less require full payment in advance, and Special Orders exceeding \$3,500.00 require a deposit of fifty percent (50%) of the total Special Order value before WSC will place the order with the manufacturer or supplier. No Special Order will be processed without receipt of the required payment or deposit in cleared funds. Payments and deposits are non-refundable once the order has been placed.

Buyer is solely responsible for verifying the accuracy of all dimensions, specifications, configurations, finishes, and other attributes of Special Order products prior to ordering, including all applicable building code, egress, and regulatory requirements. WSC is not responsible for errors in Buyer-supplied specifications.

Buyer acknowledges that Special Orders are custom-procured on Buyer's behalf and agrees to timely payment in accordance with these Payment Terms regardless of delivery status.

Seller will not be responsible for delays, storage, or risk arising from Buyer's failure to timely accept delivery of Special Orders.

7. Estimates.

Any estimates or takeoffs are for convenience only and not guaranteed. Buyer is responsible for verifying quantities, specifications, and suitability. Seller is not liable for errors or resulting costs.

8. Returned Merchandise.

Returns require Seller approval and the original sales ticket and apply only to conforming Goods (claims governed exclusively by the Inspection and Rejection of Nonconforming Goods section). Stock items in original packaging may be returned within 30 days, subject to a 20% restocking fee. Special Orders and assembled units are not returnable. No returns accepted for materials damaged, altered, installed, or used after leaving Seller's yard or delivery location.

9. Inspection and Rejection of Nonconforming Goods.

Buyer will inspect all Goods upon delivery or pickup. For Goods delivered by Seller's truck, any claims for visible damage, shortage, or nonconformance must be noted on Seller's delivery receipt at the time of delivery, or such claims are waived.

Buyer must submit all claims for Nonconforming Goods in writing within thirty (30) days of delivery. Claims for defects not reasonably discoverable upon inspection must be submitted within five (5) days of discovery and in all cases within such thirty (30) day period. Failure to provide timely notice will constitute acceptance of the Goods and a waiver of all claims. Buyer will provide reasonable supporting documentation upon request.

"Nonconforming Goods" means only Goods that materially differ from the applicable Purchase Order, are mislabeled, or are damaged at the time of delivery. Seller will have the right to inspect the Goods prior to providing any remedy and, in its sole discretion, may replace such Goods or issue a credit or refund. These remedies are Buyer's exclusive remedies.

10. Building Code.

Buyer is responsible for compliance with all applicable building codes, regulations, and installation requirements, and for verifying that all Goods meet such requirements for their intended use.

11. Limitation of Liability.

To the fullest extent permitted by law, in no event will Seller be liable to Buyer or any third party for any loss of use, revenue, or profit, or for any consequential, indirect, incidental, special, exemplary, or punitive damages, whether arising out of breach of contract, tort (including negligence), or otherwise, regardless of whether such damages were foreseeable or whether Seller has been advised of the possibility of such damages, and notwithstanding the failure of any agreed or other remedy of its essential purpose. In no event will Seller's aggregate liability exceed the purchase price of the specific Goods giving rise to the claim.

12. Indemnification.

Buyer will indemnify, defend, and hold harmless Seller from all claims, damages, losses, and expenses (including attorneys' fees) arising out of Buyer's handling, use, installation, resale, or specifications of the Goods, or Buyer's breach of this Agreement, except to the extent caused by Seller's gross negligence or willful misconduct.

13. Taxes.

Prices quoted may not include any taxes or other assessments. All taxes, duties, fees, assessments, or other charges of any kind imposed by any governmental authority that Seller is required to collect or pay with respect to the production, sale, or delivery of the Goods will be the responsibility of Buyer. Buyer will provide any applicable tax exemption documentation prior to purchase or be responsible for all such taxes. Seller will have no obligation to provide any applicable tax credits or refunds except as required by law.

14. Force Majeure.

Seller will not be liable or deemed in breach of this Agreement for any failure or delay in performance due to causes beyond its reasonable control, including acts of God, flood, fire, storm, earthquakes, explosion, governmental actions, war, terrorism, civil unrest, national emergency, epidemic or pandemics, labor disputes, transportation delays, inability to obtain materials, power or telecommunications outages, delays caused by Buyer or its contractors or any other delays beyond the control of the Seller.

15. Governing Law.

All matters arising out of or relating to this Agreement will be governed by and construed in accordance with the laws of the State of Connecticut, without regard to its conflict of laws principles. Any legal action or proceeding arising under this Agreement will be brought exclusively in the state or federal courts located in the State of Connecticut. Any Claim by Buyer must be submitted in writing within the time periods set forth in these Terms or shall be deemed waived.