

PATRICK LUMBER COMPANY

TERMS AND CONDITIONS

OF PURCHASE

Effective Date: February 1, 2024

1. Nature of Agreement. These Terms and Conditions of Purchase (“**Terms and Conditions**”) govern all purchases of wood products (“**Goods**”) made by Patrick Lumber Company, an Oregon corporation (“**Patrick Lumber**”), from a seller (“**Vendor**”) when the Terms and Conditions are provided to that Vendor in connection with Patrick Lumber’s Purchase Order for Goods. These Terms and Conditions constitute the entire agreement between the parties (replacing any other agreements, Vendor Acknowledgements or other sales documentation, understandings, representations, or communications) with respect to such sales, except for (i) such details of product, price, quantity, payment, Goods description, currency, delivery, documents accompanying delivery, and the like as are specified on Patrick Lumber’s Purchase Order for the Goods, (ii) any applicable written specifications, and (iii) any superseding terms and conditions as described below.

“**Order**” as used in these Terms and Conditions refers to Patrick Lumber’s Purchase Order for the Goods. Additional written or other terms and conditions proposed by Vendor in its sales documentation, exchange of electronic messages, or otherwise will not be effective unless specified in the Order. **Should any Order, these Terms and Conditions, or any specifications be in conflict, the Order shall prevail.**

2. Payment; Invoicing. Patrick Lumber will pay for the Goods on invoicing by Vendor and shipment, in United States dollars within the time period agreed by the parties as reflected in the Order.

3. Shipping Terms; Delivery. Purchases are made pursuant to Incoterms 2020. The specific Incoterm for each sale is as stated in the Order. Delivery of the Goods will be to the destination specified in the Order.

4. Warranty. Vendor warrants the Goods will conform to the description in the Order on delivery to the carrier.

5. Indemnity. Vendor agrees to indemnify and hold harmless Patrick Lumber for any losses suffered by Patrick Lumber or its purchaser, including from claims asserted by third-parties and including Patrick Lumber’s attorneys fees and other costs of defense, that are connected with any act or omission by Vendor related to the sale and purchase of the Goods, including (a) breaches of these Terms and Conditions or the Order, and (b) any breach of confidentiality obligations or Import/Export Restrictions.

6. Force Majeure. Neither party shall be in breach of its obligations for failure to perform due to force majeure, that is, forces beyond its control, including war or insurrection, civil commotion, acts of nature, pandemic, government actions or laws, strikes or lockouts, fire,

rioting, terrorist acts, threats or risk to personal safety of employees, material shortages, or unforeseen business interruptions occurring through no fault of the party.

7. Vendor's Default. Should (i) Vendor default in performance with respect to any Order or other obligation pursuant to these Terms and Conditions, (ii) any insolvency proceedings be instituted by or against Vendor, or (iii) Vendor make any assignment for the benefit of creditors or have a receiver or similar third-party appointed with respect to any of its assets, Patrick Lumber may at its option cancel any Order between the parties where the Goods have not yet been delivered and be entitled to recover from Vendor any damages it may suffer as a result of such cancellation.

Should Vendor breach these Terms and Conditions by failing to deliver conforming Goods, Vendor shall either (i) promptly ship conforming Goods at its expense in accordance with the breached Order, or (ii) refund Patrick Lumber what it paid for the non-conforming Goods, at Patrick Lumber's election.

8. Jurisdiction. If Vendor is domestic, the exclusive jurisdiction for resolution of any claims between the parties shall be in any federal or state court located in the State of Oregon, provided, however, that Patrick Lumber shall nonetheless be entitled to bring suit against Vendor in such other jurisdictions where Patrick Lumber may be able to obtain jurisdiction over Vendor.

If Vendor is an individual residing in, or entity formed or located in, a country other than the United States, any claims between the parties shall be exclusively resolved by arbitration pursuant to the applicable Rules of the International Centre for Dispute Resolution. The arbitration will be conducted in English in Portland, Oregon or another location, at Patrick Lumber's option. While this provision provides the exclusive means of dispute resolution with respect to claims between the parties, seeking injunctive relief in a court of law shall not be prohibited in connection with enforcement of Par. 13 (Confidentiality) of these Terms and Conditions nor shall seeking security pending arbitration be prohibited. Judgment may be entered on any arbitration award in any court having jurisdiction.

9. Governing Law. Any and all claims arising between the parties shall be governed by the law of the State of Oregon, without reference to its principles of conflicts of law.

10. Attorney's Fees. The prevailing party in any lawsuit or arbitration shall be entitled to its reasonable attorney's fees, costs, and litigation or arbitration expenses incurred, including in any proceeding in bankruptcy, whether in the trial court or on appeal.

11. Currency Devaluation. If any judgment or arbitration award obtained in the United States is sought to be recognized and enforced outside the United States in local currency, and the currency of the country in which the judgment or award is sought to be enforced is devalued so as to cause reduction of the value of the original judgment or award given, the party in whose favor the judgment or award was rendered shall be entitled to recover such additional amount so as to provide a recovery to that party equal to what the party would have received if the currency devaluation had not occurred.

12. Import/Export Restrictions. Vendor understands that Patrick Lumber is subject to certain restrictions under U.S. and potentially other laws as respects purchases of certain kinds of Goods due to their nature as wood products (e.g. the CITES treaty, the U.S. Lacey Act, and U.S. export restrictions as to identity of buyer and destination country) (“**Import/Export Restrictions**”). Patrick Lumber shall be entitled to cancel any Order whose fulfillment would put Patrick Lumber at risk of violating Import/Export Restrictions. Vendor shall not take any action or fulfill any Order in a way that would put Patrick Lumber at risk of violating Import/Export Restrictions

13. Confidentiality. Each party will (i) keep confidential, and not disclose, and (ii) use only in connection with sales of the Goods between the parties, all of the other party’s Confidential Information that may be learned in the course of the parties’ relationship. This obligation is perpetual. “**Confidential Information**” means all information that a business would normally keep to itself, and specifically includes sourcing, pricing, manufacturing processes, product descriptions, contract terms, technical data, the nature of business relationships, product know-how, identity of customers, sales and market projections, strategies, business practices, new product development, and financial information. All Confidential Information will be protected by each party with at least the same degree of care as each would use with its own proprietary information. All Confidential Information will remain the property of the party initially possessing it and be immediately returned to the other party on request.

14. Miscellaneous Provisions. Any notice to be given to a party must be in writing and to one or more email or physical addresses most likely to effectively reach an appropriate party representative. If any portion of these Terms and Conditions is held invalid or unenforceable, the remainder will continue in full force and effect and the invalid or unenforceable portion will be replaced by such provision as will best effect the original intention of the parties. A party’s failure to insist on performance of any part of an Order or these Terms and Conditions or failure to exercise any right thereunder on one or more occasions will not constitute a waiver of any right to demand future performance or to exercise a right in the future. All rights and remedies provided in these Terms and Conditions are cumulative and not exclusive, and the exercise by either party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available. An Order may not be assigned by Vendor except with the consent of Patrick Lumber. Patrick Lumber may assign any Order. Assignment will not release the assigning party from its obligations under the sales contract unless that is expressly agreed to in writing by the other party. These Terms and Conditions are binding on and inure to the benefit of Patrick Lumber and Vendor and their respective permitted successors and permitted assigns.