



A BETTER TIMBER MAT

World Forest Group LLC

TERMS AND CONDITIONS

Definitions. "Seller" means World Forest Group LLC, its affiliates and subsidiaries. "Buyer" means the purchaser of Goods from Seller, Buyer's affiliates and subsidiaries. "Agreement" means these terms and conditions as well as any application or agreement between Buyer and Seller. "Goods" shall mean any and all materials, equipment, labor, services, or other property provided, performed, furnished, sold, rented, leased or delivered by or through Seller or otherwise subject to this Agreement. By accepting Goods, Buyer hereby agrees to abide by all the terms and conditions in this Agreement.

Incoterms 2010. Unless expressly provided otherwise, or where these Terms and Conditions are silent, Incoterms 2010 Rules (ICC publication no. 715) are hereby incorporated herein by this reference, including without limitation, rules relating to Catalog Weights & Dimensions. All nominal or trade sizes and dimensions are estimates only, and actual sizes, weights and dimensions are not guaranteed. Seller hereby disclaims any representation or warranty with respect to stiffness, density, grade, quality, appearance, moisture content, load duration, natural characteristics or otherwise.

NO WARRANTIES. SELLER HEREBY DISCLAIMS ANY AND ALL WARRANTIES WITH RESPECT TO THE GOODS. THERE ARE NO EXPRESS WARRANTIES AND THERE ARE NO IMPLIED WARRANTIES INCLUDING THOSE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND THERE ARE NO OTHER IMPLIED OR EXPRESS WARRANTIES OF ANY NATURE WHATSOEVER WITH RESPECT TO THE GOODS. ANY AND ALL GOODS ARE PROVIDED ON AN "AS IS" BASIS. SELLER MAKES NO REPRESENTATION OR WARRANTY WITH RESPECT TO THE RELIABILITY, SAFETY, TIMELINESS, QUALITY, SUITABILITY OR AVAILABILITY OF THE GOODS. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE GOODS IS WITH THE BUYER. THIS DISCLAIMER OF WARRANTIES APPLIES TO ALL GOODS, INCLUDING BUT NOT LIMITED TO GOODS THAT ARE USED OR OF ANY GRADE OTHER THAN "NEW".

Buyer's Responsibility for Suitability and Use. Buyer warrants that it has used its own independent skill, expertise and judgment in selecting the Goods for Buyer's requirements and intended use, and that Buyer is solely responsible for such matters. Buyer further warrants that Buyer is familiar with the procedures for the proper and safe use, transport,

www.world-forest.com



A BETTER TIMBER MAT

storage, loading, unloading, inspection, maintenance, handling and stacking of the Goods and agrees to follow such procedures and assumes all risks and liabilities in connection therewith.

Delivery Date(s) or Times; Risk of Loss; Orders Subject to Availability. Seller does not agree, and is not obligated to provide any specific goods on any delivery dates or times. All orders are subject to availability to Seller at its then existing locations, sources, suppliers and costs. All delivery dates and times which may be provided, if any, are estimates only and do not establish agreed delivery date(s) or time(s). Any shipping dates specified herein are estimates only and not guaranteed. Seller shall not be liable for delay or default in delivery for any cause beyond Seller's control, including, but not limited to, government action, shortage of labor, raw material, production or transportation facilities, labor difficulty, fire, flood or accident, delays in transport. Seller reserves the right to make partial shipments. Unless expressly agreed otherwise by Seller, title and risk of loss shall transfer to Buyer upon delivery of goods to any carrier at the shipping point. In the event of shortages of goods for any reason, Seller shall have the right to allocate available goods in a fair and reasonable manner among its customers in such manner as Seller, in its sole and absolute discretion, may deem appropriate. Special order goods may not be returned.

Taxes, Freight and Handling Costs. Unless otherwise agreed by Seller in writing, all prices are exclusive of applicable federal, state, local and foreign sales, use, excise, value added and other taxes, as well as charges for shipment, handling, storage and insurance. All taxes and excises of any nature whatsoever now or hereinafter levied by any government authority upon the sale of any Goods covered hereby shall be paid and borne by Buyer. Any and all current or future tax or other governmental charge applicable to the sale, delivery, shipment or storage of the Goods that Seller is required to pay or permitted to collect shall be for Buyer's account and shall be added to the price, and shall not be subject to any reduction. Buyer shall pay all transportation and delivery costs not prepaid by Seller. If the delivering carrier charges an amount of freight larger than that for which Buyer received credit as aforesaid, it shall be Buyer's obligation to file a claim for overcharge with the appropriate carrier.

Shipping Weights. Seller is not responsible for the accuracy of shipping weights. Such weights are approximate and solely for the purpose of estimating freight

Non-Cancellable Order; Buyer's Election to Pick-up Goods. Buyer may not cancel the order for Goods. If Buyer elects to pick-up Goods from Seller's warehouse, Buyer shall collect the Goods no later than 10 days after being notified by Seller of availability. If

www.world-forest.com



A BETTER TIMBER MAT

Buyer fails to collect the Goods within such 10-day period, then Seller may arrange for shipment to Buyer in accordance with the shipping terms set forth in this Agreement and furthermore, Seller may prepay the freight and insurance charges and add the charges to Seller's invoice to Buyer for payment for the Goods.

Changes. All orders are subject to acceptance by Seller. All prices are subject to change without notice. Buyer shall pay the price prevailing at the time of delivery. All prices are exclusive of sales, use and other taxes, and shipping, insurance, handling and delivery charges, all of which shall be paid by the Buyer unless expressly provided otherwise in the Invoice, purchase order or similar document agreed and accepted in writing by Seller.

Damaged Goods; Replacement or Credit. No obligation of Seller concerning or relating to the goods shall be deemed a performance specification of any kind. Seller shall not be liable for incidental or consequential loss, damage, or expense, directly or indirectly arising from, in connection with, or relating to the sale, handling or use of Goods, or from any other cause relating thereto, including, without limitation, personal injury, property damage, or lost profits. Seller's liability hereunder in any case is expressly limited to the replacement (in the form originally shipped) of goods not complying with this Agreement or purchase order, or, at Seller's election, to the repayment of, or, crediting buyer with, an amount equal to the purchase price of such Goods, whether such claims are based of breach of warranty, negligence or any other cause of action or claim.

Government Contracts. If any Goods are being acquired by or for the use of the United States Government, then Buyer shall promptly notify Seller in writing of any and all contractual provisions that will be deemed or otherwise included as a part of, or under the Federal Acquisition Regulations or otherwise.

Order of Precedence. The terms and conditions of this Agreement take precedence over any terms and conditions set forth in an invoice, purchase order or other similar document, or any other agreement between Buyer and Seller, whether now existing or arising at any time in the future, and to the extent of any conflict this Agreement shall control. Only an officer of Seller is authorized to modify any term of this Agreement. All modifications must be in writing signed by an officer of Seller and no other act (or omission) by Seller shall modify this Agreement. Buyer expressly waives the requirement, if any, that Seller respond, reject or otherwise communicate with the Buyer concerning any now existing or future purchase order, agreement or document sent, delivered or otherwise provided to Seller for on behalf of the Buyer and Buyer agrees that any term therein which conflicts with the terms of this Agreement shall not be binding upon Seller and the terms of this Agreement shall control.

www.world-forest.com



A BETTER TIMBER MAT

Proposals. Seller may propose or suggest certain labor, materials, equipment or services ("Seller Proposals") to Buyer or others. It is expressly agreed that Seller is not providing directly or indirectly any licensed or regulated design, architecture, engineering or any other regulated or licensed services and that Seller shall have no liability for Seller Proposals. Buyer shall check and review all Seller Proposals and Buyer shall accept full, final and overall responsibility for any Seller Proposal which may be implemented in whole or in part.

Authorization to Contact Bank and Trade References. Seller may contact any banks and trade references and make any and all other credit inquiries it deems necessary, including but not limited to the utilization of outside credit reporting services, and Buyer authorizes the release of information to Seller. This authorization is continuing in nature and may be used to obtain updated information. Buyer represents and warrants, upon which Seller has a right to rely, that the information provided by the Buyer herein is complete, true and correct.

Invoice terms; Late Fee. A late payment charge of 2% per month (24% per annum), or the maximum rate permitted by law (if less than 24%), is due on all past due principal amounts. If any amount owing to Seller is not paid when due, Seller may at its option: place the account on a cash basis, terminate any unfilled orders or discontinue any deliveries until all past-due payments (including principal and interest) are paid in full and adequate assurance of Buyer's financial ability is received. The amount of any Seller's invoice shall be conclusively binding upon Buyer as due unless, Buyer objects in writing before the invoice is due.

Change of Business Structure. This Agreement shall be binding on all permitted successors and assigns. Any change in Buyer's business structure shall not affect Buyer's obligations under this Agreement unless Seller agrees otherwise in writing. This Agreement may not be assigned by Buyer, but may be assigned by Seller.

Attorney Fees, Choice of Law; Venue. In case of any default by Buyer in relation to this Agreement, Buyer shall pay Seller's reasonable attorney fees and costs, even if no action is filed. If an action is filed, the non-prevailing party shall pay the other's reasonable attorney fees and costs (whether in the state or federal courts, including but not limited to the bankruptcy courts), for any court-annexed arbitration, on any appeal, and on denial of any petition for review. This Agreement shall be irrevocably and exclusively governed by and construed in accordance with laws of the State of Texas without regard to its principles on conflict of laws, and the parties hereby expressly and irrevocably agree to the exclusive jurisdiction of any State or Federal court in Houston, Texas.

www.world-forest.com



A BETTER TIMBER MAT

Retainage. Under no circumstances does Seller accept retainage to be held on materials supplied. Should retainage be held on materials supplied, Buyer's account will be aged without consideration for retainage amounts and will therefore be subject to finance charges as any other past due account is subject to such charges.

Goods Stored at Request of Buyer: Subject to Seller's written acceptance, Buyer may propose that Seller hold ordered Goods, for a delivery date beyond the initially estimated delivery date. If Seller accepts Buyer's proposal for postponed delivery, the invoice for payment will nonetheless be dated as of the initially estimated delivery date and payment and invoice terms shall remain unchanged. In the event that Seller accepts postponed delivery, Buyer assumes all risk of loss and damage while Goods are in the possession or control of Seller. Buyer agrees to pay reasonable storage charges if Goods are stored by Seller for a period exceeding 10 days after the initially estimated delivery date.

Excuse of performance; Acts of God. Any delay in or failure of performance by Seller shall not constitute a breach of these Terms and Conditions or this Agreement if and to the extent such performance is prevented or delayed due to insufficient production capacity or events beyond the Seller's reasonable control, including (without limitation) acts of God, embargoes, governmental restrictions, compliance with law or government authority, military action, terrorism, riots, civil disorders, fires, floods, accidents, labor strikes, lockouts and shortages, computer system failures, loss of electronic data, unavailability of materials, fuel products or components, failure of a vendor to make timely delivery of materials, the requirements of any statute, order or directive of any governmental authority or delays in transportation, or, without limiting the generality of the foregoing, by any other cause which is unavoidable or beyond Seller's reasonable control. Seller's obligations shall be suspended, without liability, for so long as such event continues.

Inspection and Claims Procedure. Buyer shall inspect the Goods, at its sole cost and expense. In the event of any claims related to the Goods, including but not limited claims for compliance with specifications, shortages, defects, nonconformity, errors and for in transit loss or damage, (hereinafter, "Claims"), Buyer shall give written notice of any Claims to Seller within five (5) days of acceptance by Buyer, except that notice of any Claims based on moisture content must be given to Seller within 48 hours after receipt of shipment by Buyer. Any claim with reference to Goods shall be deemed waived by Buyer unless made in writing. Provided that Buyer provides timely written notice of Claims, Seller may, in its sole discretion, either replace the portion of the Goods found by Seller to be nonconforming on the same terms applicable to the initial order, ship additional



A BETTER TIMBER MAT

Goods to remedy any shortage or in transit loss as determined by Seller, repair any defects in the Goods confirmed by Seller at Buyer's expense, or refund to Buyer the portion of the purchase price or portion thereof actually received by Seller for the affected portion of the Goods.

Notice. Written notice as required herein shall be sent to JSA@WORLD-FOREST.COM and INVOICES@WORLD-FOREST.COM if emailed, together with all documents supporting any Claims and a summary of all material facts upon which any Claims are made. FAILURE TO GIVE TIMELY NOTICE OF ANY CLAIMS IN WRITING SHALL CONSTITUTE IRREVOCABLE AND UNQUALIFIED ACCEPTANCE OF THE GOODS BY BUYER AND SHALL CONSTITUTE A WAIVER BY BUYER OF ALL CLAIMS WITH RESPECT THERETO.

Security Interest. As security for the payment and performance of Buyer under these terms, Buyer grants Seller a security interest in all goods purchased under these terms, and in the proceeds thereof, including all insurance proceeds, until Seller is paid in full for such goods. Buyer hereby authorizes Seller to sign and file financing statements and other instruments required to protect and perfect Seller's security interest as described in this paragraph.

Limitation of Liability. In no event shall Seller be liable to Buyer for any indirect, consequential, exemplary, special, incidental or punitive damages. Seller's total liability to Buyer in connection with this Agreement and the Goods shall be limited to the lesser of: (1). direct damages proven by Buyer; or (2). the amount paid by Buyer to Seller for the specific Goods giving rise to the cause of action. The foregoing limitation shall apply, to the extent permitted by applicable law, to all causes of action and claims, including (without limitation) breach of contract, warranty, infringement, negligence, strict liability, and other torts. Without limiting the applicability of the foregoing, Seller shall not be liable for any damages that could have been avoided by Buyer's use of reasonable diligence. NO LITIGATION BY BUYER CONCERNING THE GOODS SHALL BE COMMENCED LATER THAN ONE YEAR AFTER THE DATE OF SHIPMENT.

Equitable Remedies. Buyer agrees that monetary damages may be inadequate to compensate Seller for any breach of these Terms and Conditions or this Agreement. Accordingly, Buyer agrees that any such breach will cause irreparable injury to Seller and that, in addition to any other remedies that may be available at law, in equity or otherwise, Seller shall be entitled to obtain injunctive relief or other equitable remedies, in addition to those available at law, without the necessity of posting a bond.



A BETTER TIMBER MAT

Exclusive Remedies. Buyer acknowledges that the remedies herein constitute its sole and exclusive remedies. Any complaint as to grade or count must be made to the Seller immediately upon receipt of Goods, and under no condition will the Seller be responsible if the complaint is not made before the material is used in construction or fabrication or its character is changed in any way. All material on which a complaint is made must be fully protected against all conditions that would create or tend to increase the damage to the Goods or increase the scope of the complaint made. Claims on grade are subject to Seller's official inspection.

Indemnity. To the fullest extent permitted by law, Buyer shall fully and forever defend (with counsel satisfactory to Seller), indemnify and hold Seller and its agents, officers, directors, employees, insurers and assigns harmless from any and all claims and damages, direct, consequential, incidental, or otherwise arising by reason of or related to the goods or the acts or omissions of the Buyer or Buyer's employees or agents.

Independent Contractors. The parties agree that the relationship created by these terms and conditions is that of between independent contractors.

Miscellaneous: (a). If any term of this Agreement is invalid, the invalid language shall be considered deleted from this Agreement and shall not invalidate the remaining language. (b). These Terms and Conditions and Agreement are expressly incorporated by this reference within any Invoice, purchase order or similar document accepted and agreed to by Seller in writing and shall be binding upon the Buyer. (c). Regardless of any prior or contemporaneous agreements, this Agreement amends and modifies any and all of said prior or contemporaneous agreements and contains the entire agreement between the parties and cannot be changed or terminated orally. (d). All goods shall be for use in Buyer's business and commercial use only and not for Buyer's consumer, personal or household use. (e). Any provision of this Agreement may be modified by Seller upon 30 days prior written notice to Buyer and posting on Seller's web page at www.world-forest.com (f). This Agreement may be terminated at any time by Seller for any reason at any time. (g) No waiver by Seller of any breach or any term or condition of this Agreement shall constitute a waiver of any prior or subsequent breach and Seller shall not be affected by any delay, failure or omission to enforce or expressly forbear with respect to any of Seller's rights, remedies or defenses herein.

effective October 5, 2018