

Broan-NuTone LLC

Terms and Conditions of Sale

Effective Date: December 18, 2019

These Terms and Conditions of Sale and the non-conflicting provisions in Seller's quotation (if any), acknowledgement or invoice from Seller (collectively, the "**Agreement**") govern in all respects all sales of any Products ("**Products**") and services (the "**Services**") from Broan-NuTone LLC or any of its affiliates or subsidiaries ("**Seller**") to purchaser ("**Buyer**").

1. Prices and Taxes. Prices are those in effect when Seller accepts a purchase order. Seller may accept or reject purchase orders in its sole discretion. Buyer must pay or promptly reimburse Seller for any sales, use or any other local, state, provincial or federal taxes arising from the sale or delivery of the Products and Services or provide an exemption certificate. All prices, models and material specifications are subject to change or withdrawal by Seller without notice.

2. Payment. Payment terms on all orders are subject to the continuing approval of Seller's credit department. Unless otherwise agreed by Seller in writing, payment terms are net 30 days from date of invoice. All prices are quoted, and must be paid, in United States dollars, or as otherwise specified on the quotation. If Buyer fails to make any payment or pay any invoice according to its terms, or upon such credit terms as expressly agreed to in writing by Seller, then, in addition to all other rights and remedies available to Seller: (a) Buyer is responsible for any and all commercially reasonable charges, expenses or commissions incurred by Seller in stopping delivery, transportation and storage of Products, and in connection with the return or resale of Products; (b) Seller has the right to terminate the Agreement or suspend further performance under the Agreement and other agreements with Buyer; and (c) Buyer shall be liable to Seller for all reasonable costs of collection, including reasonable attorneys' fees. Past due amounts are subject to service charges of 1½% per month (or the maximum amount permitted by law).

3. Changes. Seller may revise prices, dates of delivery, and warranties upon acceptance of requests by Buyer for modifications to Products or Services. If Buyer rejects proposed changes to made-to-order Products deemed necessary by Seller to conform to the applicable specification, Seller is relieved of its obligation to conform to such specification to the extent that conformance may be affected by such objection in the reasonable opinion of Seller.

4. Shipment and Delivery. Title, risk of loss and damage passes to Buyer on delivery to the carrier. Buyer's receipt of any Products delivered by Broan-NuTone shall be an unqualified acceptance of, and a waiver by Buyer of any and all claims with respect to, such Products on the earlier of (i) payment for the Products or (ii) failure of Broan-NuTone to receive written notice of shortages in the Products within 5 days of their delivery to Buyer. Delivery dates are estimates only. Broan-NuTone will not be responsible for delays in delivery. Unless otherwise agreed by Seller in writing Broan-NuTone will prepay freight on orders of \$2,000 or more to locations within the contiguous 48 states. Shipments of \$2,000 or more to Hawaii or Alaska will be prepaid to the most direct port within the contiguous 48 states with Buyer paying freight from that port to the final destination. Orders of \$2,000 or more to non-US destinations where Seller is authorized to sell product will be shipped at Buyer's expense and subject to Buyer's compliance with all applicable laws with respect to such shipment. Orders including both special or non-stock Products and stock Products may be processed as split shipments with stock Products and special Products shipped separately.

5. Limited Warranty. SELLER'S SOLE AND EXCLUSIVE WARRANTIES WITH RESPECT TO PRODUCTS AND SERVICES ARE THOSE SET FORTH AT www.broan-nutone.com/warranty. All warranty claims must be received by Seller on or before the end of the applicable warranty period.

6. Limitation of Remedy and Liability. Seller's total liability under the Agreement, whether in law, equity, contract, infringement, negligence, strict liability or otherwise, shall not exceed the price paid by Buyer under the Agreement for the Product or Services giving rise to the claim. Under no circumstances shall Seller be liable for special, incidental, indirect, punitive or consequential damages for any reason. "**Consequential damages**" includes, without limitation, loss of anticipated profits; business interruption; loss of use, revenue, reputation or data; costs incurred, including without limitation, costs for capital, fuel or power; loss or damage to property or equipment; and environmental cleanup. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to Buyer. Any action arising under or relating to the Agreement, (whether based in law, equity, contract, infringement, negligence, strict liability, other tort or otherwise), must be commenced within one year after the date of shipment or delivery of Services. Seller assumes no obligation or liability for technical advice given or not given, or results obtained. Seller has set its prices and entered into the Agreement in reliance upon the limitations of liability and other terms and conditions specified herein, which allocate the risk between Buyer and Seller and form a basis of this bargain between the parties.

7. Excuse of Performance. Seller has no liability for non-performance due to acts of God; acts of Buyer; war (declared or undeclared); terrorism or other criminal conduct; fire; flood; weather; sabotage; strikes, or labor or civil disturbances; governmental requests, restrictions, laws, regulations, orders, omissions or actions; unavailability of, or delays in, utilities or transportation; default of suppliers or other inability to obtain necessary materials; embargoes or any other events or circumstances not within the seller's reasonable control, whether similar or dissimilar to any of the foregoing (each, a "**Force Majeure Event**"). Deliveries or other performance may be suspended for an appropriate period of time or canceled by Seller upon notice to Buyer in the event of a Force Majeure Event, but the remainder of the Agreement will otherwise remain unaffected as a result of the Force Majeure Event. If Seller determines that its ability to perform the Services or the total demand for Products is hindered, limited or made impracticable due to a Force Majeure Event, Seller may delay delivery of Products and Services and allocate its available supply of Products (without obligation to acquire other supplies of any such Products) among its customers on such basis as Seller determines to be equitable without liability for any failure of performance. In the event of a Force Majeure Event, the date of delivery will be extended by a period equal to the delay plus a reasonable time to train and resume production, and the price will be equitably adjusted to compensate Seller for such delay and related costs and expenses.

8. Laws and Regulations. Compliance with any federal, state, provincial or local laws, regulations and directives ("**Laws**") relating to the installation, operation or use of Products or Services is the sole responsibility of Buyer. The Agreement is governed by the laws of the State where Seller's principal office is located, without giving effect to its conflict of laws rules, and the parties consent to the exclusive jurisdiction and venue of the federal and state courts located in such State. The application of the United Nations Convention on Contracts for the International Sale of Goods does not apply.

9. Drawings. Any designs, manufacturing drawings or other information submitted to Buyer remain the exclusive property of Seller. Buyer shall not, without Seller's prior written consent, copy such information or disclose such information to a third party.

10. Cancellation. Buyer may cancel orders only upon reasonable advance written notice and upon payment to Seller of cancellation charges which include: (a) all costs and expenses incurred by Seller if the order cannot be cancelled prior to preparation for shipment, and (b) a fixed sum of 25% of the total price of Products (a "restocking fee") to compensate for disruption in scheduling, planned production and other indirect and administrative costs.

11. Export Control. Certain Products may be subject to export controls under the Laws of the US and other countries. Buyer must comply with all such Laws and not export, re-export or transfer, directly or indirectly, any such Product except in compliance with such Laws.

12. General Provisions. Seller shall have the right to enforce unilateral policies for sales to all customers as its sole discretion and nothing herein shall negate the effectiveness and implementation of such policies as a condition of sale, including, without limitation, unilateral minimum advertised pricing policies. The Agreement constitutes the entire agreement between the parties and supersedes all other communications between the parties relating to the subject matter of the Agreement. Seller's quotations are offers that may only be accepted in full. No conditions, usage or trade, course of dealing or performance, understanding or agreement purporting to modify, vary, explain, reject, or supplement the Agreement shall be binding unless made in writing and signed by both parties, expressly and specifically referencing the Agreement, and no modification or objection shall be caused by Seller's receipt, acknowledgment, or acceptance of purchase orders, shipping instruction forms, or other documentation containing different or additional terms to those set forth herein. No waiver by either party with respect to any breach or default or of any right or remedy and no course of dealing, shall be deemed to constitute a continuing waiver of any other breach or default or of any other right or remedy, unless such waiver is expressed in writing signed by both parties, specifically referencing the Agreement. Nothing in the Agreement confers upon any person other than Seller and Buyer any right or remedy under or by reason of this Agreement. All typographical or clerical errors made by Seller in any quotation, acknowledgment or publication are subject to correction.