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Boyd's Additional Terms and Conditions of Sale

DEFINITIONS

“**Boyd**” means BOYD ALUMINUM MFG. CO., a Missouri corporation.

“**Purchaser**” means the entity or person purchasing goods and/or products from Boyd, as identified in the Application for Credit and Account Agreement, Quote and/or Order Acknowledgement, including its agents, employees, and authorized representatives.

“**Order Acknowledgement**” means Boyd’s written confirmation of Purchaser’s order, sent in response to a purchase order or notice to proceed. The Order Acknowledgement incorporates Boyd’s Terms and Conditions of Sale (the “**Terms of Sale**”) and confirms pricing, scope, and final specifications, including dimensions where applicable. It serves as Boyd’s formal acceptance of the order and replaces and supersedes any previously used Order Release Form or Production Order. Boyd shall have no obligation to commence production, procure materials, or schedule manufacturing unless and until Boyd has issued an Order Acknowledgement to Purchaser.

The Order Acknowledgement shall govern and supersede any conflicting or deviating information contained in Purchaser’s purchase order, Boyd’s quotations, drawings, emails, or other communications (regardless of when issued), except as expressly provided in Section 5 with respect to Purchaser-approved Boyd-prepared Shop Drawings.

1. SALE AGREEMENT.

The goods and/or products shall be sold by Boyd in accordance with Boyd’s Order Acknowledgement, Boyd’s Quote(s), approved Shop Drawings (if applicable), Change Orders, and these Terms of Sale, and such other terms as Boyd agrees to in writing, all of which shall constitute the agreement of the parties with respect to the sale of goods and/or products (the “**Agreement**”). The Agreement consists of, in order of precedence: (a) these Terms of Sale, (b) Purchaser-approved Boyd-prepared Shop Drawings (but only as to goods and/or product dimensions, details and/or specifications as detailed in the Purchaser-approved Boyd prepared Shop Drawings), (c) Boyd’s Order Acknowledgement, (d) Boyd’s Quote(s), (e) Change Orders, and (f) any other terms agreed to in writing by an authorized officer of Boyd. In the event of a conflict:

- For goods and/or product dimensions, details and/or specifications, Purchaser-approved Boyd-prepared Shop Drawings shall control over the Order Acknowledgement.



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- For all other matters, including, but not limited to, pricing, payment, and legal terms, these Terms of Sale and the Order Acknowledgement shall control.

Any terms in Purchaser's purchase order or other documents that conflict with the above are expressly rejected unless specifically accepted in writing by an authorized officer of Boyd.

Any items not specifically referenced in the Agreement are excluded, including, but not limited to, installation services or field work, fasteners, caulking, caulking stops, blocking, or shims. Additional goods and/or products, such as parts, additional or replacement goods, and attic stock acquired by Purchaser or Purchaser's customers or others from Boyd related to the goods and/or products sold hereunder, shall be acquired subject to the provisions of this Agreement.

Quotes are valid for thirty (30) days unless otherwise stated. Boyd reserves the right to revise estimated shipping dates and pricing at any time, whether before or after the issuance of an Order Acknowledgement, including but not limited to circumstances involving customer delay, market fluctuations, changes in project scope, material availability, or the discovery of errors or omissions in the Quote or Order Acknowledgement. If Boyd revises pricing and/or delivery dates pursuant to this Agreement, Boyd may suspend performance until Purchaser accepts the revised terms in writing. If Purchaser does not accept the revised pricing or delivery dates within a reasonable time specified by Boyd, Boyd may, at its option, terminate the Agreement without liability to Purchaser for damages, penalties, or lost profits. Purchaser shall have no right to require or compel Boyd to perform at the original pricing and/or schedule.

Nothing in this provision shall limit Boyd's rights to price escalations, suspension of performance, termination, or other relief as provided in Sections 6 and 12 of these Terms of Sale.

2. ACCEPTANCE. This sale is subject to all terms and conditions of this Agreement. Boyd rejects any and all terms in any purchase order or other document of Purchaser which are in addition to, different from, or inconsistent with this Agreement. Boyd's Quote is an offer to sell, subject to final approval by Boyd.

Purchaser's issuance of a purchase order or notice to proceed, acceptance of delivery, commencement of performance, or failure to object in writing within five (5) business days of receiving Boyd's Order Acknowledgement shall constitute full and binding acceptance of this Agreement, including, without limitation, the Terms of Sale.

The specifications, dimensions, and scope contained in Boyd's Order Acknowledgement shall control and supersede any deviations or conflicting terms included in Purchaser's



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purchase order or other communications, except as expressly provided in Section 5 regarding Purchaser-approved Shop Drawings.

Any terms or conditions in Purchaser's documents that are additional to, different from, or inconsistent with the Terms of Sale are expressly rejected and shall have no force or effect unless specifically accepted in writing by an authorized officer of Boyd.

3. PAYMENT/ PROGRESS BILLING FOR LARGE PROJECTS. Payment for the goods and/or products is due at the time of the order, unless Boyd has allowed credit terms, in which case Purchaser shall, within thirty (30) days after Boyd ships the goods and/or products, pay the full purchase price for the goods and/or products shipped (or the final installment of the purchase price if Purchaser has made progress payments prior to the shipment date); except that if shipment is delayed for any reason attributable to Purchaser, including but not limited to those described in Section 6, Purchaser shall pay the full purchase price (or the final installment) within thirty (30) days after the goods and/or products have been completed, regardless of whether shipment has occurred, and shall also pay a reasonable storage charge as determined by Boyd. Any balance not paid when due shall draw interest at the rate of 1.5% per month (18% A.P.R.) on the average daily balance until paid or the highest rate allowed by applicable law, whichever is less. Notwithstanding Section 14, for any dispute where the total amount in controversy—including any counterclaims—does not exceed Seventy-Five Thousand Dollars (\$75,000.00), exclusive of interest and costs, either party may bring suit in court as set forth herein. For any dispute where the amount in controversy in the initial claim or any counterclaim equals or exceeds Seventy-Five Thousand Dollars (\$75,000.00), Section 14 (Arbitration) shall apply., The prevailing party in such suit shall be entitled to recover from the other party damages not exceeding Seventy-Five Thousand Dollars (\$75,000.00), plus interest and costs, and each party shall bear its own attorney's and paralegal's fees and litigation expenses. All payments shall be made in U.S. currency.

For projects with an Agreement price of Two Hundred Fifty Thousand Dollars (\$250,000.00) or greater, Boyd, at its option, and in its sole discretion, may submit monthly invoices for costs incurred and work performed, including, but not limited to: engineering services, shop drawings, custom extrusion dies, and materials ordered, procured, in process, or received by Boyd (including "stored materials" held at Boyd's facility).

Progress billing shall be based on a Schedule of Values ("**SOV**") agreed upon in writing between Boyd and Purchaser prior to commencement of work. If an SOV is not agreed upon, Boyd may invoice based on its reasonable determination of costs incurred and work performed to date. Payment for all progress invoices shall be Net 30 days from the invoice date and shall not be subject to any "pay-when-paid" or "pay-if-paid" provisions, nor shall



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Boyd accept any retainage or "hold-backs" on progress payments unless specifically agreed to in a writing signed by an authorized officer of Boyd.

For projects less than Two Hundred Fifty Thousand Dollars (\$250,000.00), Boyd reserves the right, in its sole discretion, to require progress billing and/or a deposit based on the project's material, engineering, or procurement requirements. Boyd's right to progress billing is in addition to, and not in lieu of, any other payment rights set forth herein.

In any situation where the Agreement is subject to progress billing, Purchaser acknowledges and agrees that progress billing invoices shall be due and payable to Boyd in accordance with their terms regardless of project status, delay, suspension, resequencing and/or the performance or nonperformance of other parties. Furthermore, and notwithstanding anything herein to the contrary, in the event Boyd is required to engage in collection actions in connection with any progress billing invoice, in addition to interest at the rate of 1.5% per month (18% A.P.R.) on the average daily balance until paid or the highest rate allowed by applicable law, whichever is less, and Boyd shall be entitled to reimbursement of its cost of collection, including, without limitation, Boyd's reasonable attorney's and paralegal's fees and litigation expenses

4. CREDIT APPROVAL. If Boyd allows credit terms to Purchaser, the obligations of Boyd hereunder, shall be subject to the condition precedent that Boyd's credit department approves the credit of Purchaser, and Purchaser's signing and delivering to Boyd, Boyd's Application for Credit and Account Agreement.

5. DRAWINGS. Boyd's drawings represent its interpretation of the drawings and specifications provided by the Purchaser. Shop Drawings, if applicable, are prepared by Boyd after receipt of a purchase order or letter of intent but prior to commencement of production. Shop Drawings are provided for Purchaser's review and approval. Materials will not be ordered or supplied, and production will not be scheduled, until the Shop Drawings are approved by Purchaser via signature and returned to Boyd.

Purchaser's approval of Shop Drawings shall constitute confirmation that the drawings conform to Purchaser's requirements. Production and scheduling will not commence until Boyd has received a written Notice to Proceed and, where applicable, a signed set of Shop Drawings, and has issued an Order Acknowledgement.

The final scope and dimensions of the order shall be governed by Boyd's Order Acknowledgement and the Purchaser-signed Shop Drawings. In the event of any conflict between the Order Acknowledgement and the signed Shop Drawings regarding technical specifications, dimensions, or product details, the signed Shop Drawings shall prevail. In all



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other matters, including but not limited to pricing, payment terms, and legal liabilities, the Order Acknowledgement and the Terms of Sale shall prevail. In the event of any conflict between the Purchaser's purchase order or other documentation and the Order Acknowledgement, the Order Acknowledgement shall prevail.

6. SHIPMENT. If Purchaser delays in satisfying the conditions required for production, or otherwise delays the manufacture or shipment of goods and/or products for any reason (including but not limited to requests to "hold" an order or jobsite unreadiness), for a period of thirty (30) days or more after the earlier of (i) Boyd's receipt of a purchase order or Notice to Proceed, (ii) Purchaser's receipt of Boyd's Shop Drawings, or (iii) Boyd's issuance of the Order Acknowledgement, then the agreed price shall be subject to revision or price escalations by Boyd in accordance with Section 1 and this Section 6 of these Terms of Sale.

Purchaser caused delays include, but are not limited to: failure to return signed Shop Drawings; failure to provide final field measurements; delays in satisfying credit or payment terms or requests; or Purchaser-directed holds on production or delivery. Price revisions or escalations may include, but are not limited to, consideration of the following factors: current market conditions, vendor pricing, availability or unavailability of quantity discounts, internal labor increases and overtime costs, costs of rescheduling other projects, and storage or inventory carrying costs. Furthermore, the estimated shipping date may be revised by Boyd in its sole discretion at any time, whether before or after the issuance of an Order Acknowledgement.

If Purchaser is not in default, Boyd shall ship the goods and/or products upon completion, except that, subject to Section 3 hereof, shipment may be delayed if requested by Purchaser in writing and agreed to by an authorized officer of Boyd. Furthermore, if a written warranty is provided by Boyd, the warranty period shall commence on the date the goods and/or products are completed, regardless of any delay in shipment, provided, however, the warranty period may commence on specific designated date if agreed upon in writing by an authorized officer of Boyd setting for the commencement date of the project specific warranty.

Upon Boyd's issuance of the Order Acknowledgement, Boyd will schedule the Order for manufacturing and estimated shipping dates will be assigned. Purchaser agrees that the estimated shipping dates (and any other subsequent estimated shipping dates by Boyd, whether communicated in writing or orally), are estimates only.



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Boyd will endeavor to meet the estimated shipping dates and any revisions to such dates, subject to available manufacturing capacity, labor and materials, and subject to Boyd's fulfillment of prior orders; however, Boyd will not be subject to any delay damages, charges, back charges, penalties, liquidated damages, or other liability whatsoever, or any damages incurred by Purchaser to its customer, for failure to comply with the estimated shipping dates.

Boyd may ship the goods and/or products by any mode, and in full or partial shipments. Boyd shall not be liable for any failure or delay to manufacture or ship the goods and/or products due to causes beyond its reasonable control (each a "**Force Majeure Event**" or collectively "**Force Majeure Events**"), including, without limitation, any delay caused by Purchaser, acts of God, wars, terrorism, sabotage, casualties, accidents, pandemics, labor disputes or shortages, transportation shortages, governmental laws, ordinances, rules or regulations (such as priorities, requisitions, allocations and price adjustment restrictions), or any delay caused by, or inability to obtain materials from Boyd's vendors and suppliers under normal commercial terms.

Any special packaging, loading, unloading, or shipping instructions are not included in the price of the goods and/or products, and must be specified by Purchaser, agreed to by Boyd, and specifically referenced in the Agreement.

For clarity, if shipment is delayed at Purchaser's request or due to Purchaser's failure to satisfy conditions precedent to production or shipment, payment shall be due as provided in Section 3.

7. TITLE, RISK OF LOSS. The goods and/or products shall be shipped FOB Boyd's plant, and title to the goods and/or products and all risks of loss with respect to the goods and/or products shall transfer to the Purchaser after they have been placed in the possession of a carrier, subject to reversion to Boyd, at Boyd's option, for Purchaser's default in payment.

All delivery dates provided by Boyd are estimates only and shall not be construed as guaranteed deadlines. Boyd shall not be liable for any damages, penalties, or chargebacks resulting from delayed shipments, regardless of cause, unless expressly agreed in writing by an authorized officer of Boyd.

8. INSPECTION. Purchaser shall inspect the goods and/or products at the time and place of delivery and Purchaser agrees that such occasion shall constitute a reasonable opportunity for its full inspection. Boyd shall not be responsible for the costs of any inspecting or testing of the goods and/or products, except as may be conducted by Boyd prior to shipment. All inspections and testing conducted by Purchaser, Purchaser's customers, or others before or



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after delivery of the goods and/or products, at Boyd's plant or facility, or at any other place or time, shall be at the sole expense of the person or entity conducting the inspection or testing, including any inspection or testing after the goods and/or products have been repaired or replaced by Boyd or others. Purchaser and Purchaser's customer, if any, are responsible for any and all costs and expenses of inspection, testing, and re-testing the goods and/or products sold to Purchaser in this order and any repaired or substituted goods and/or products, including but not limited to: travel expenses; inspection, testing and re-testing fees and expenses; laboratory and other analytical fees and expenses; and any other similar expenses; in each case above, whether such costs, expenses or fees are incurred by Purchaser, its customer or others. Purchaser agrees to protect, defend, indemnify, and hold Boyd harmless from any claims, damages, or demands arising from or related to inspection, testing, or re-testing of the goods and/or products, as described above, brought against Boyd by Purchaser, its customer, or others. Purchaser further agrees to indemnify and hold Boyd harmless from any third-party claims arising out of Purchaser's use, installation, or resale of the goods and/or products, except to the extent caused by Boyd's gross negligence or willful misconduct. Boyd's obligation with respect to non-conforming goods and/or products is only as provided in these Terms of Sale. The parties agree that Purchaser's failure to reject the goods and/or products or report shortages or discrepancies, in writing, within ten (10) business days of delivery, together with detailed supporting documentation, shall constitute acceptance of the goods and/or products, which Purchaser agrees is a reasonable opportunity for inspection, and failure to reject the goods and/or products or report shortages or discrepancies, in writing, and provide supporting documentation within this ten (10) business day period, shall, except as provided in Section 10 hereof, be deemed as Purchaser's acknowledgement that the goods and/or products comply with the order and with all specifications, representations and warranties of Boyd, and waiver of any claim or cause of action against Boyd with respect to the goods and/or products. Purchaser at Purchaser's expense is encouraged to visit Boyd's plant prior to shipment to inspect and, when possible, to witness any testing of the goods and/or products conducted by Boyd. If return of the goods and/or products is impractical Purchaser may be required to inspect the goods and/or products at Boyd's plant or facility prior to shipment, at Purchaser's sole costs and expense, which shall be deemed to be a reasonable opportunity to inspect and, upon satisfactory completion, shall constitute Purchaser's acceptance of the goods and/or products. Purchaser shall not return any goods and/or products that are timely rejected until Boyd has had a reasonable opportunity to inspect the rejected goods and/or products. If Boyd determines that the goods and/or products were rightfully rejected, Boyd at its option, shall repair, provide substitute goods and/or products, or refund the price paid for the defective portion of the goods and/or products, as Purchaser's sole remedy.



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Notwithstanding anything herein to the contrary, Purchaser acknowledges and agrees that as it relates to the goods and/or products subject to this Agreement, that all finishes may vary in color, shading, and gloss within standard industry variations based on published Fenestration & Glazing Industry Alliance (“**FGIA**”) (successor in interest to American Architectural Manufacturers Association (“**AAMA**”)) guidelines and any and all such variations shall not constitute a defect or non-conformance.

9. TAXES AND DUTIES. The price of the goods and/or products does not include any sales, use and excise taxes, tariffs, duties and other charges imposed by any country, state, locality or other political subdivision in connection with the sale of the goods and/or products, all of which shall be responsibility of Purchaser. If the transaction is exempt, Purchaser shall provide tax exemption certificates from the state in which the project is located.

10. WARRANTIES. Unless Boyd provides a written warranty, the goods and/or products are sold “AS IS”, without any warranty, express or implied. If a written warranty is provided, its effective date shall be as set forth in Section 6. If applicable Boyd’s specific standard limited warranty applicable to the goods and/or products ordered is only effective, at Boyd’s option, when signed by the Purchaser and returned to Boyd for signature by its authorized representative, after which, if applicable, a fully executed copy will be provided to Purchaser.

BOYD DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR OTHER WARRANTY, WHETHER EXPRESSED OR IMPLIED.

Oral statements by Boyd’s agents, employees or representatives do not constitute warranties, shall not be relied upon by Purchaser, and are not part of this Agreement. If Boyd provides a written warranty, it is conditioned upon Purchaser’s satisfaction of its obligations to Boyd, including, without limitation, payment in full. Any warranty offered by Purchaser to its customers, in excess of that offered by Boyd, shall be the sole and exclusive responsibility of Purchaser.

Any fully executed limited warranty issued by Boyd for a specific project shall govern solely with respect to the scope, duration, exclusions, and remedies of warranty coverage as expressly set forth therein. Except as provided in the preceding sentence, all claims arising under or relating to Boyd’s Limited Warranty shall remain subject to these Terms of Sale, including, without limitation, dispute resolution, limitation of liability, waiver of consequential damages, and any time limitation provisions, contained therein.

11. LIMITATION OF LIABILITY. Purchaser’s exclusive remedy for claims arising hereunder shall be for damages. Boyd shall not under any circumstances be liable for special, indirect, incidental, punitive, exemplary, or consequential damages, such as, but not limited to: loss



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of use; loss of profits; loss of rents or revenue; inconvenience or loss of time; costs of capital; facility shutdowns or slowdown; claims by Purchaser's customers; loss or damage to other property or equipment, loss or damage to other products or materials; the cost and labor to repair or replace loss or damage to other property, equipment, products or materials; the cost and labor to repair or replace the goods and/or products; the cost of freight to ship replacement goods and/or products; loss or damage caused by leakage, mold, fungi, or bacteria; or loss or damage occurring during the repair or replacement of goods and/or products; all of which are expressly excluded unless covered by policies of insurance issued to Boyd, from time to time, and in such cases damages are limited to Purchaser's direct cost, fair market value, or the limits of any insurance coverage in effect for Boyd, and providing coverage to Boyd, whichever is less. The remedies of the Purchaser, and any other party, arising out of or related to the goods and/or products set forth herein are exclusive, and the liability of Boyd with respect to the goods and/or products, or anything done in connection therewith, or from the manufacture, sale, delivery, resale, installation, use, or the repair or replacement of any of the goods and/or products sold by Boyd, whether arising out of contract, negligence, strict liability, tort, or under any warranty, or otherwise, shall not, exceed the price charged by Boyd for the portion of the goods and/or products upon which such liability is based. Boyd is not responsible for pitting, corrosion or suitability of use for any products, materials, or finishes in any particular application. The corrosion resistance and suitability for use of any product, material, or finish is dependent on environmental conditions, cleaning practices and many other factors beyond the control of Boyd. Boyd is not responsible for loss of functionality of moving portions of goods and/or products, and pitting and corrosion caused by environmental conditions and the performance of, or absence of cleaning/maintenance practices. Purchaser and its customers assume all responsibility and risk for pitting, corrosion, or suitability for use of all products, materials, or finishes in their particular application.

12. CANCELLATION, CHANGES. Purchaser may not cancel this Agreement without the prior consent of Boyd which may be withheld by Boyd in its sole discretion, and without paying Boyd a cancellation charge equal to total selling price less the estimated direct labor and materials not expended less the salvage value of materials already purchased. Purchaser may not change this Agreement without the prior consent of Boyd, which may be withheld by Boyd in its sole discretion, and without payment of a charge equal to the cost of the change to Boyd, including overhead and profit. Boyd's approval in each case must be in writing and signed by an authorized officer of Boyd.

13. REMEDIES. If Purchaser fails to make timely payment, or breaches any of the other terms or conditions hereof or any other agreement with Boyd, Boyd, at its sole option, shall have



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the right to withhold further shipments on this or any other order until payments are brought current, require payment in advance, require payment COD, or the right to exercise any one or more of the foregoing remedies, and/or the right to terminate this Agreement and pursue collection of its damages from Purchaser. Boyd's remedies provided herein are in addition to other remedies allowed by law or in equity. The failure of Boyd to exercise any right or remedy shall not constitute a waiver of the right to exercise that, or any other remedy; and no waiver of any breach or non-compliance of any provision herein shall operate as a waiver of any other breach or non-compliance of the same or any other provision.

14. APPLICABLE LAW, ARBITRATION. Except as otherwise provided in these Terms of Sale, this Agreement is to be governed by the internal laws of the State of Missouri. The parties agree that any and all proceedings, whether in court or in arbitration, shall be brought and exclusively conducted in Springfield, Greene County, Missouri. THE PARTIES EXPRESSLY WAIVE ANY RIGHT TO TRIAL BY JURY.

Any dispute, controversy or claim arising out of or relating to this Agreement or any purchase order issued by Purchaser and accepted by Boyd hereunder, whether based on theories of contract, negligence, strict liability, tort, laws or regulations, warranty, or otherwise, (including, but not limited to, any dispute relating to the existence, interpretation, breach or termination hereof or thereof, or the agreement of the parties to arbitrate disputes), where the total amount in controversy, including the initial claim and any counterclaims, equals or exceeds Seventy Five Thousand Dollars (\$75,000.00), exclusive of interest and costs, that cannot be resolved by the parties within thirty (30) days of notification by either party of the dispute, shall be resolved by binding arbitration administered by, and in accordance with the Construction Industry Rules of the American Arbitration Association, with the venue in Springfield, Missouri. The arbitration award may be reduced to judgment by any court having jurisdiction thereof.

The cost of the arbitration shall be shared equally between the parties, and each party shall bear its own attorneys' and paralegals' fees and expenses. However, if Purchaser is asserting a claim in excess of Seventy-Five Thousand Dollars (\$75,000.00) and is awarded less than this amount, Purchaser shall bear all cost incurred in connection with the arbitration, including, without limitation, Boyd's attorneys' and paralegals' fees and expenses.

Purchaser and Boyd agree that the agreement to arbitrate disputes shall not preclude Boyd from exercising lien rights available under the laws of any state where the goods and/or products are located or services performed, including filing any suit to enforce its lien rights. Any related suits shall be stayed pending arbitration if the claims exceed \$75,000.00. The



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arbitrator(s) shall have exclusive authority to determine the applicability and scope of this Agreement, including, without limitation, this arbitration provision.

15. FIELD TESTING.

Any and all field testing, inspection, certification, or verification required by project specifications, building codes, or local authorities shall be the sole responsibility of the Purchaser. Boyd shall not be liable for any associated costs, delays, or failures related to such requirements. Boyd's scope of work does not include on-site inspection, testing, or compliance review unless expressly accepted in writing by an authorized officer of Boyd.

16. SITE CONDITIONS AND COORDINATION.

Boyd shall not be responsible for coordination with other trades and/or contractors (or subcontractors), jobsite-specific conditions, field measurements, or installation conflicts unless expressly agreed to in writing by an authorized officer of Boyd. The Purchaser is solely responsible for verifying site conditions, coordinating with trades and/or contractors (or subcontractors), and ensuring that the jobsite (or other delivery location) is ready for delivery, installation, or field use of Boyd's products.

17. FIELD PERFORMANCE DISCLAIMER

Boyd makes no representation or warranty regarding field air infiltration, water penetration or infiltration, structural performance in the installed condition, thermal performance as installed, or acoustic/sound attenuation performance (including STC or OITC ratings). All performance data, ratings, and test results furnished by Boyd (including, but not limited to, air leakage, water penetration resistance, structural load capacity, thermal transmittance/U-factor, and acoustic ratings (including STC and OITC). are derived from laboratory testing of standard configurations under controlled conditions in accordance with applicable FGIA (successor in interest to AAMA) protocols and standards. Performance ratings are provided for comparative purposes only and do not constitute a guarantee or warranty of installed or in-field performance.

Actual field performance depends on numerous factors beyond Boyd's control, including, without limitation: proper installation practices; coordination with adjacent construction, flashing, sealants, and perimeter conditions; building movement or settlement; environmental exposure; maintenance practices; and other site-specific conditions.



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Field testing, mock-up testing, quality assurance testing, commissioning, or verification of installed performance, if required by project specifications, building codes, or otherwise, shall be the sole responsibility of Purchaser (see Sections 15 and 16).

Boyd shall have no liability for any failure of the goods and/or products to achieve field performance levels to the extent such performance is affected by installation, field conditions, adjacent construction, maintenance, or other factors beyond Boyd's control.

Nothing herein shall expand, modify, or extend Boyd's limited express warranty, which applies solely to defects in materials and workmanship as manufactured by Boyd.

18. INSTALLATION AND SERVICE INSTRUCTIONS

Any installation or service instructions furnished by Boyd (whether in written form, on the internet, in a manual, or otherwise) are provided for general guidance only and do not constitute site-specific recommendations or a substitute for professional engineering, architectural, or installation judgment.

Purchaser (and its installers, contractors, and other responsible parties) are solely responsible for proper installation; coordination with adjacent construction (including flashing, sealants, perimeter conditions, and building envelope integration); verification of all field conditions; and compliance with applicable building codes, project specifications, Boyd's published instructions (as applicable), and industry standards (including, without limitation, FGIA guidelines).

Boyd shall not be liable for any claim, damage, or loss arising from improper installation, , deviations from standard industry practices, or conditions and/or situations beyond Boyd's control, including, without limitation, site-specific factors, building movement, environmental exposure, adjacent construction, or the work of others.

Nothing herein shall relieve Purchaser of its responsibility to ensure that installation methods and field conditions are appropriate for the specific project and consistent with applicable codes and industry standards.

19. ELECTRONIC ACCEPTANCE

Digital signatures, email confirmations, facsimile signatures, and other forms of electronic acceptance or signature shall be deemed binding and enforceable to the same extent as original, handwritten signatures.



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20. MISCELLANEOUS. This Agreement is a complete and exclusive statement of the terms of the Parties' agreement. The provisions of these Terms of Sale relating to limitation of liability, indemnity, warranty, dispute resolution, payment, and any other provisions which by their nature should survive, shall survive the termination or expiration of this Agreement for any reason.. No course of prior dealings between the parties and no usage of trade shall be relevant to supplement or explain any term used herein. No modification shall be binding on Boyd unless made in a writing signed by an authorized officer of Boyd.. No claim or right arising out of a breach of this Agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by separate consideration and is in a writing signed by Boyd. Purchaser shall not assign its rights or delegate its duties under this Agreement without the prior written consent of Boyd, which may be withheld by Boyd in its sole discretion. Boyd may assign this Agreement or any rights hereunder upon written notice to Purchaser. The invalidity of any portion of this Agreement shall not affect the validity of any remaining portions thereof. Nothing contained herein shall be construed as creating any relationship between the parties other than as independent contractors.

THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION, WHICH MAY BE ENFORCED BY THE PARTIES.