

TERMS AND CONDITIONS OF SALE INCLUDING GUARANTY

The following terms and conditions apply to and govern the sale and delivery of products by Gulfeagle Supply, Inc. d/b/a Gulfeagle Supply and d/b/a Kimal Lumber (hereafter referred to as "Gulfeagle") to the purchaser listed on the credit application (the "Customer"). Customer's acceptance of any products is expressly limited to these Terms and Conditions of Sale. Any additional or different terms suggested by Customer are rejected unless expressly consented to in a written document signed by Gulfeagle's President or CEO.

- 1.) COD sales are to be paid for in advance of delivery. On credit or charge sales, the cutoff of billing is the last day of the month. Payment is due and to be received by the last day of the month following delivery. All past due accounts are subject to a minimum maintenance fee of \$9.50/month, interest at the rate of 1-1/2% per month (18% per annum) or the maximum lawful rate, whichever is higher, and a monthly late charge fee. Payments received shall be applied first to interest, then to principle of the oldest outstanding invoices.
- 2.) Customer agrees to pay by check, cash or via the Gulfeagle online portal on the appropriate due date and recognizes that all pricing has been discounted, as such, in advance of invoicing. If Customer wishes to alter these terms, and/or pay by an alternative method, then those respective items/amount may be rebilled at the non-discounted price or a courtesy fee may be charged.
- 3.) Any disputed item, charge, term or provision of Gulfeagle's printed invoice or statement, or claim of damage, material defect or shortage, must be made in writing by the Customer and sent to Gulfeagle Supply, 2900 E. 7th Ave, Ste. 200, Tampa, FL 33605, Attn: Director of Financial Services (address for any notices required herein), via Certified Mail within 10 days of date of invoice. Gulfeagle does not guarantee or warrant any specific delivery times or dates. Notwithstanding the foregoing, any claim on a COD sale must be made in writing within 48 hours of date of delivery.
- 4.) **GULFEAGLE MAKES NO WARRANTIES, IMPLIED OR OTHERWISE, AND HEREBY DISCLAIMS ALL WARRANTIES OF FITNESS FOR ANY PARTICULAR PURPOSE OR MERCHANTABILITY. SOME GOODS SOLD BY GULFEAGLE CONTAIN MANUFACTURER'S WARRANTIES OR GUARANTEES; OTHER THAN THESE, ALL GOODS ARE SOLD "AS IS". THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE FACE HEREOF.**
- 5.) Unless express and specific written directions are given to Gulfeagle to the contrary, via Certified Mail, Customer specifically agrees that all employees, office or jobsite personnel, users of the account and/or apparent agents of the Customer shall be authorized to make purchases on the account and/or accept material deliveries, for which Customer is responsible.
- 6.) Should any indebtedness not be paid in accordance with the terms herein or from any dispute arising out of or relating to the terms and conditions of sale, Customer agrees to pay Gulfeagle's attorney's fees, as a prevailing party, (the greater of 33-1/3% of the account balance or court awarded attorney's fees) and court costs, costs of collection, including litigation in the trial court and appellate litigation, and hereby waives right to jury trial, notice of presentment and notice of default and stipulates to venue in the state courts of Hillsborough County, Florida or at the discretion of Gulfeagle Supply.
- 7.) Customer shall notify Gulfeagle via Certified Mail within seven (7) days of any change in ownership or form of Customer's business failing which Gulfeagle may, at its option, suspend or terminate any further extensions of credit. Further, if the Customer is in default with regard to any terms of sale or credit including payment default, Gulfeagle may stop shipment and refuse delivery of any pending orders or any materials in transit.
- 8.) Gulfeagle reserves the right to request additional financial or credit information, including financial statements, from Customer or banks or credit agencies at any time as a condition precedent to additional sales. Customer hereby authorizes its bank and third-parties who Customer lists on any credit application to release any information regarding account balances and credit history to Gulfeagle.
- 9.) It is agreed that job accounts may be set up as necessary by Gulfeagle to which all terms and conditions of sale terms related to credit shall apply. In addition, job accounts are subject to a job account set-up charge.
- 10.) Notice to Owner or preliminary notice will be sent by Gulfeagle on all job accounts or when deemed necessary.
- 11.) Gulfeagle reserves the right to stop shipments on any account due to Customer's failure to comply with all terms and conditions of sale. Gulfeagle shall not be responsible for delays in or failure of delivery due to circumstances beyond its control, including but not limited to labor disputes, fires, floods or other casualties, adverse weather conditions, public disturbances, government regulations, or material shortages.
- 12.) Payments due Gulfeagle shall be paid when due, regardless of any ongoing claim or dispute.
- 13.) Gulfeagle's trucks may weigh over 10 tons which can cause damages to driveways, sidewalks, pipes, septic systems, ruts in lawns, etc. Gulfeagle shall load materials on the roof as requested by the Customer, with the expectation the Customer has done proper diligence and the roof structure is sound to accept the weight of the material. With this knowledge, Customer takes full responsibility for any damages resulting from delivery, and Gulfeagle is not responsible for any driveway, truss or structure damage. Gulfeagle also assumes no extended liability for any damages incurred after material delivery, including but not limited to claims for mold or environmental claims. Further, Customer warrants that it has advised its customer, if applicable, of the possibility of such damages and neither will hold Gulfeagle responsible in the event of loss. All deliveries are subject to a delivery charge and fuel surcharge which is in addition to the quoted price.

- 14.) All material returned must be in resaleable condition, purchased no more than 180 days prior to returning and not discontinued by the manufacturer. Returns are subject to a restocking fee of up to 25%. All special-order materials are not returnable or refundable.
- 15.) In the event that Customer does not have a representative on a jobsite, Customer accepts responsibility for the correctness of the material count as shown by Gulfeagle on any delivery ticket and/or invoice. Customer accepts responsibility for the material upon completion of the delivery. Delivery of material with or without a signed delivery ticket shall constitute acceptance and obligate Customer for payment of same.
- 16.) Customer shall defend, indemnify, and hold harmless Gulfeagle and its agents and employees from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from the delivery and/or placement of materials, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property but only to the extent caused by the negligent acts or omissions of Customer, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder.
- 17.) Customer shall furnish any/all free-fall protection as may be required by OSHA and shall bear the responsibility of same.
- 18.) Each invoice along with these terms and conditions shall be construed to be between merchants. Any question or dispute regarding their validity, construction or performance by either party shall be governed by the laws of the State of Florida, the exclusive choice of law and which laws control.
- 19.) This agreement and application along with the invoice(s) and terms and conditions therein contain the entire agreement between the parties and supersede any prior agreements or understandings between them. These may not be amended or modified except by written instrument including additional consideration signed by Gulfeagle's President or CEO or their successors-in-interest. There shall be no oral amendment(s) to the terms, conditions and guaranty in this agreement. If any part of this agreement is judicially determined invalid, all other portions remain intact. An electronic copy of or facsimile of this document shall be deemed an original for all purposes. **CUSTOMER ACKNOWLEDGES THAT TERMS AND CONDITIONS MAY BE UPDATED FROM TIME TO TIME AND AVAILABLE UPON REQUEST. GULFEAGLE WILL MAKE BEST EFFORT TO INCLUDE UPDATED TERMS ON THE CUSTOMER MONTHLY STATEMENTS. CONTINUED USAGE OF THIS CREDIT ACCOUNT IS ACKNOWLEDGMENT AND AGREEMENT TO THE UPDATED TERMS AND CONDITIONS.**

EEO/AA EMPLOYER. Customer and Gulfeagle shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a) as applicable. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.