

TERMS AND CONDITIONS OF SALE

The term "Seller" shall mean Glen-Gery Corporation and any of its affiliate or subsidiary entities. The term "Buyer" shall mean any person or entity that orders or otherwise purchases Product from Seller. All goods, products & or materials ordered or sold shall be referred to as "Product".

All orders are subject to these Terms and Conditions of Sale and any other Terms and Conditions which may be shown on the reverse side of the Order Acknowledgement, Quotation/Order Form, Order Confirmation, or Invoice.

All sales, orders, and shipments are subject to approval by Seller's Credit Department.

All orders are to be 'released for shipment', and verified the order is ready for shipment prior to sending a truck. Releases are verified by the customer service team at the order site.

Quotations are subject to change without notice, unless otherwise specified in writing. Acceptances of orders taken by dealers or representatives of Seller are not binding until accepted and acknowledged by Seller.

THE TERMS AND CONDITIONS SET FORTH BELOW ARE PART OF THE CONTRACT BETWEEN SELLER AND BUYER AND NO ADDITIONAL OR DIFFERENT TERMS CONTAINED IN ANY DOCUMENT SUBMITTED BY BUYER ARE PART OF THIS CONTRACT. IF ANY DOCUMENT SUBMITTED BY BUYER, INCLUDING BUYER'S PURCHASE ORDER EXPRESSLY LIMITS ACCEPTANCE THEREOF TO THE TERMS OF THE DOCUMENT OF PURCHASE ORDER OR CONTAINS AN OBJECTION TO ANY TERMS ADDITIONAL TO OR DIFFERENT FROM THOSE CONTAINED IN BUYER'S DOCUMENT OR PURCHASE ORDER, NEITHER THIS CONTRACT NOR SHIPMENT OF GOODS HEREUNDER SHALL BE DEEMED AN ACCOMODATION TO THE BUYER.

Seller reserves the right to modify prices, including open orders, with 3 months written notice to Buyer.

SPECIAL / NON-CATALOG ORDER PRODUCTS

Special / Non-Catalog Order Products include:

- All catalog and non-catalog shapes
- Masonry units which have no price on the current price list
- Blends of two or more kinds
- Thin brick cut from full brick
- Kerfing and waxing of products
- Sizes not shown on the current price list
- Products manufactured to specifications other than the ASTM specifications listed herein
- Other products designated as special order on the current price list

SPECIAL / NON-CATALOG ORDER TERMS

Call Seller's customer service representative for prices and availability of special / non-catalog order items. No special / non-catalog orders will be accepted without a signed Order Confirmation. Special / Non-Catalog orders may not be canceled after production has started and payment must be

made for the entire quantity ordered regardless of whether the Product is delivered. All Special / Non-Catalog Product ordered but not shipped within 120 days after the agreed availability date will be invoiced to the Buyer at the discretion of the Seller. The buyer agrees that the product will be kept at the plant for ninety (90) calendar days from date of invoice after which time the Unshipped Special / Non-Catalog Product may be disposed of at Buyer's expense (\$50 per thousand) unless other arrangements are agreed to by Seller. No Special / Non-Catalog Product may be returned for credit. All price quotations for Special / Non-Catalog order units are based on the minimum quantities shown on each plant's price list.

RIGHT TO CANCEL NON-SPECIAL ORDER PRODUCTS

Seller reserves the right to cancel an order for price list items (not Special Order Items) when no shipment has occurred within 90 days of requested date or no significant activity for 30 days after the last shipment date. Canceled orders may be reinstated if a firm shipping schedule is provided by the Buyer and approved by the Seller's Regional Sales Manager.

ASTM SPECIFICATIONS

Brick/thin brick shall meet the ASTM specifications set forth herein. Any specifications which modify or otherwise change ASTM specifications shall be submitted by the Buyer to Seller in writing and are subject to Seller's express written agreement to Buyer's additional terms.

Clay masonry units are manufactured to meet ASTM standards, C32, C62, C126, C216, C652, C902 C1088, C1272 or C1405. If no standard is specified for a product listed on the price list, it will be manufactured to meet ASTM C216, C902 or C1088.

A Grade brick/thin brick meet current relevant ASTM specifications and Seller's standards.

B Grade brick/thin brick meet current relevant ASTM specifications but do not meet Seller's standards.

Painters, Culls, and Mixed seconds brick/thin brick may not meet current relevant ASTM specifications and do not meet Seller's standards and are "SOLD AS IS" without warranty.

SHAPE ORDERS

Special order terms, above, also apply to both standard and special shape orders. Shape units listed on plant price lists and illustrated in Seller's Shape Catalog are not subject to alteration except at added cost. Quotation will be furnished on special shapes (any unit not listed on plant price lists) upon receipt of detail drawings, noting finished faces, and takeoff quantities. Not all shapes are available in every texture or finish.

All shapes are manufactured to conform to the Dimensions and Permissible Variations as defined in relevant ASTM Specifications for brick or thin brick.

WEIGHTS

The approximate unit weights, when shown, are for the Buyer's convenience in estimating carloads, truckloads, etc. Buyer is responsible for ensuring load weight is in compliance with DOT regulations.

OTHER CHARGES (Palletizing, Container Charge, Fed Ex, Shrink Wrapping, etc.)

- LTL Stretch wrap and palletizing - \$30 per pallet
- Pallet Charges only - \$10 per pallet
- No charge for wrapping shapes, Trux-Brix, thin/waxed brick or samples
- Special request for shrink/stretch wrapping only - \$20 per cube/pallet
- Order and shipment quantities should be in even cube counts. Seller will not sell partial cubes/pallets
- Rail Car Loading Charge \$500 per rail car. Additional charges may apply if transfers to off-site rail sidings are required
- Container Loading Charge- \$300 per container for additional blocking and bracing

SAMPLES

Samples are available in four (4) types and must be ordered by type number through Seller's customer portal: myglengery.com. Seller reserves the right to charge for shipping service for any and all sample panels.

Wood Frame Slab Panel

Brick/thin brick - flats are set in a 14" x 26" wood frame with mortar joints. There are six (6) mortar colors for Wood Frame Slab Panel Samples. These are (a) Natural Grey, (b) G501 White, (c) G404 Light Buff, (d) G209 Medium Buff, (e) G204 Brown, and (f) G602 Black. If a mortar color is not specified, Seller's Natural Grey Color Mortar Blend will be used.

Mini Board

Brick/thin brick - flats in running bond, adhered to 13" x13" board.

Loose Brick Carton

Full size loose brick with dividers, in sealed corrugated carton.

Field Panels

Full Brick Field Panels over 150 Pieces will be assessed a list price charge for the specified brick. Thin Brick Field Panels over 100 Flats or requiring corners will be assessed a charge. Any charges for field panels below the above-mentioned quantities are at the discretion of the plant and reviewed on an individual basis. Freight charges will be assessed to field panels.

TAXES

The Buyer shall pay or reimburse the Seller for all applicable taxes.

RETURNS

Seller will not accept returns of any of its Products.

RISK TRANSFER/SHIPPING

Title shall pass to Buyer in conjunction with Risk Transfer from Seller to Buyer in accordance with Incoterms® 2010. Seller's shipments will be governed by Incoterm® 2010 rules to define

Risk, Freight Obligations, and Title transfer from Seller to Buyer.

The most commonly Used Incoterm® Rules include:

FCA - Free Carrier (Shipping Point – Seller's Plant or Yard site) Buyer arranges transport and Title passes to Buyer when product is loaded and delivered to the Buyer's carrier. Trucks will be loaded in order of arrival and Seller is not responsible for loading delays.

CPT - Carriage Paid To (Named Point of Destination)

Seller arranges transport of product to a named point of destination and transport cost may be passed to the Buyer. Delivery, Title, and Risk Transfer to Buyer occurs when the Product is loaded and delivered to the first carrier. Truck delivery will be made only on hard surface roads to jobsite, otherwise to street curb. Unless unloading charge is included herein, Buyer must provide necessary labor for immediate unloading. Delay of trucks at job site beyond one hour will be charged to Buyer at the prevailing rate.

DAP - Delivered at Place (Named Point of Destination)

Seller delivers the Product to a named point of destination and transport cost may be passed to the Buyer. Delivery, Title, and Risk Transfer to Buyer occurs when the Product is delivered to the named point of destination. Truck delivery will be made only on hard surface roads to jobsite, otherwise to street curb. Unless unloading charge is included herein, Buyer must provide necessary labor for immediate unloading. Delay of trucks at job site beyond one hour will be charged to Buyer at the prevailing rate.

RECEIPT / INSPECTION

When Buyer acknowledges receipt of Product in good condition, no claim for shortage or damage, patent defects or any other defect will be accepted. Buyer acknowledges that products manufactured and shipped are deemed free from all defects and deficiencies and no claims for defects or deficiencies can be made unless said claims are made within forty-eight (48) hours of unloading. Claims for latent defects must be made to Seller in writing immediately upon discovery and in no event later than one (1) year after installation of the product, or such claims shall be deemed waived by Buyer. Seller shall be given a reasonable opportunity to investigate all claims. No allegedly defective products may be returned to Seller without Seller's prior written consent.

INSTALLATION

No claims relating to size, color, texture, chippage or warpage will be considered after Product is installed. Use is acceptance of Product as conforming to project requirements.

DAMAGE CLAIMS

No claims and/or back charges will be allowed for shorting, sorting and/or handling of damaged and/or defective material unless Seller has approved such charges after checking and verifying that such material is not acceptable, and in no event shall a claim be recognized if material has been improperly handled, altered or repaired prior to inspection.

LIMITATION OF LIABILITY

Seller will not be liable for any claim for damage to Product resulting from improper storage, handling, installation, or

cleaning, by Buyer or any other party. This includes but is not limited to, damage that may be caused to Product as a result of exposure to release agents, retarders, accelerators, cleaning agents or other chemicals, or cleaning with high pressure.

LIMITATION OF WARRANTIES

SELLER WARRANTS TITLE TO SELL PRODUCT. NO WARRANTY OTHER THAN THOSE PROVIDED BY MANUFACTURER OF PRODUCT, IF ANY, IS PROVIDED ON PRODUCT. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, HABITABILITY, WORKMANSHIP OR FITNESS FOR ANY PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED BY SELLER AND WAIVED BY BUYER. IN NO EVENT SHALL COMPANY BE LIABLE UNDER ANY THEORY OR REMEDY, (CONTRACT, IMPLIED WARRANTY, TORT, NEGLIGENCE, MISREPRESENTATION, DECEPTIVE ACT, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY) FOR ANY PUNITIVE, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL, LOST PROFITS OR OTHER DAMAGES, ARISING FROM PRODUCT OR ITS USE.

SHOULD THE PRODUCT FAIL TO CONFORM TO THE FOREGOING WARRANTIES, SELLER WILL, AT ITS OPTION REPLACE PRODUCT, DAP DESTINATION OR REFUND THAT PORTION OF THE PURCHASE PRICE OF PRODUCT WHICH FAILS TO MEET THESE WARRANTIES.

IN PARTICULAR, BUT WITHOUT LIMITATION, SELLER MAKES NO WARRANTIES REGARDING THE ABSENCE OF EFFLORESCENCE AND DISCOLORATION AFTER THE PRODUCT(S) HAVE BEEN INSTALLED AND THE SELLER SHALL NOT BE LIABLE FOR ANY OF THE SAME.

FORCE MAJEUR

Seller will not be responsible for delays in production or delivery for any reason resulting from acts of God, earthquakes, sabotage, fire, flood, strikes, lockouts, other labor issues of any kind, priorities, allocations, limitations or other restraints which affect manufacture or delivery, accidents, pandemics, war, insurrection, delays in transportation, equipment failure, damage to equipment or facilities, shortage or delays of transportation, fuel, or materials, present or future laws and governmental interference or regulation, or for any other reason beyond Seller's reasonable control.

ARBITRATION / DISPUTE RESOLUTION

At the election of either party to this contract, any controversy or claim-legal or equitable arising out of or relating to this contract or any breach thereof, including but not limited to any claim or controversy based upon any express or implied warranty, shall be settled by arbitration in accordance with the

Construction Industry Arbitration Rules of the American Arbitration Association, and judgement upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The decision of the arbitrator(s) shall be final and binding upon the parties and may not be vacated, modified or appealed.

Notwithstanding the provisions of the preceding paragraph, an election by either party to arbitrate shall in no way affect Seller's right to file a petition to establish a mechanic's lien (or any similar lien provided by common law or statute for the protection or materialman) or to file suit against the surety named in a labor and product payment bond covering the project in question. In the case of a mechanic's lien or similar lien, the appropriate court shall have authority to conduct a hearing to determine whether such lien, final or interlocutory, should issue, and to enter the appropriate order establishing the lien.

EXPENSES

In the event Seller employs counsel to enforce Seller's rights and interests under or relating to this contract, including but not limited to all efforts by counsel to collect any amount due Seller through arbitration or litigation, Buyer agrees to pay the reasonable attorney's fees and costs incurred by Seller.

GOVERNING LAW

These terms and all matters between Seller and Buyer, including venue, will be governed by the laws of the State of Pennsylvania.

PAYMENT TERMS

Please refer to invoices for current payment terms and conditions. Outstanding balances are subject to a finance charge of 1-1/2% per month, which is an annual rate of 18%. Seller's failure to collect interest on any outstanding balance shall not constitute a course of conduct or otherwise waive Seller's right to collect interest on any outstanding balance.

ENTIRE AGREEMENT

This contract supersedes all previous agreements or communications, whether written or oral, which relate to this contract. The terms and conditions in this document shall supersede any other contract terms between the parties for Products supplied by Seller. Buyer specifically acknowledges and agrees that this contract/offer expressly limits acceptance to the terms contained herein. Fulfillment of Buyer's order does not constitute acceptance of any of Buyer's terms and conditions and does not serve to modify or amend these terms and conditions. No modification, alteration or amendment shall be effective unless in writing and signed by authorized officers or representatives of both parties.