

TERMS & CONDITIONS OF SALE

1. ENTIRE AGREEMENT: Fire Rock Products, LLC (“FireRock”), agrees to sell certain goods (the “Goods”) to you (“Buyer”) on the following terms and conditions of sale (these “Terms and Conditions”), which supersede any additional or inconsistent terms of Buyer. As used herein, “Buyer” includes the contractor and the ultimate purchaser of the home or other building into which the goods are installed. These Terms and Conditions and the order or other contract documents to which they are attached constitute the entire agreement between FireRock and Buyer with respect to the Goods and, if applicable, the Work (collectively, this “Agreement”), and the terms and conditions of this Agreement prevail over any of Buyer’s general terms and conditions of purchase regardless of whether or when Buyer has submitted its purchase order or such terms. If Buyer hires FireRock to install the Goods at the project site, the Installation Terms set forth in Exhibit C shall apply to the Work (as defined therein). 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 this Agreement. This Agreement may not be modified, amended or waived in any way except in writing signed by an authorized representative of FireRock. FireRock makes no representations, except for the representations set forth in these Terms and Conditions, and Buyer acknowledges and agrees that Buyer has and will not rely on any other representations.

2. GOODS: FireRock acts as a manufacturer of certain products and as a reseller of other products. The specific details and provisions applicable to each specific Good are further described in more detail on Exhibit A, which is incorporated into this Agreement by reference. For Goods for which FireRock is the reseller and not the manufacturer, the respective manufacturer (each, a “Manufacturer”) is responsible for manufacturing the Goods. In the event FireRock sells Goods that are not listed on Exhibit A, such Goods and any such sale shall be governed by these Terms and Conditions.

3. DELIVERY: All shipping dates are approximate. All prices are F.O.B. the location of FireRock or Manufacturer’s facility (as applicable), unless otherwise specified by FireRock. Acceptance of shipment by designated shipper, delivery to Buyer’s representative or designee, or mailing of an invoice to Buyer, whichever first occurs, shall constitute “Delivery” of the Goods. Risk of loss of the Goods passes to Buyer on Delivery, and Buyer shall be deemed to have accepted the Goods unless Buyer notifies FireRock in writing within thirty (30) days of Delivery. If Buyer fails to notify FireRock of any error or other discrepancy with respect to Buyer’s order or the Goods, Buyer shall have waived the right to reject such Goods and FireRock shall have no further obligation or liability with respect to such Goods or Buyer. Upon payment in full, title shall pass to Buyer. In no event shall Buyer be entitled to make any deduction from any payment due hereunder by reason of loss or damage in transit. Upon the written request of Buyer, FireRock, at its sole discretion and Buyer’s expense, may agree as a service to Buyer to process Buyer’s claim against the carrier for any loss or damage in transit, provided that such claim is received by FireRock within two (2) days of delivery of the Goods to Buyer. Any such claims must be accompanied by a delivery receipt, signed by carrier’s agent at time of delivery, on which receipt the loss or damage has been noted. In the absence of directions, the Goods will be shipped by the method and via the carrier selected by either FireRock or Manufacturer (as applicable). Delivery by truck will be made to the nearest points reasonably accessible by truck as determined by the driver. Buyer will unload and store, or furnish and pay for any necessary labor to unload and store, the Goods, and neither FireRock, the carrier, the driver nor Manufacturer have any obligation to unload or store the Goods. Buyer shall note loss or damage on truck shipments upon the delivery ticket returned to FireRock or Manufacturer (as applicable), or such claims shall be waived.

4. TERMS OF PAYMENT: Payment terms shall be as described in the applicable order, invoice or other contract documents to which these Terms and Conditions are attached; provided, however, if such payment terms are not covered in such

TERMS & CONDITIONS OF SALE

documents, payment for the Goods and Work are due immediately upon receipt. Buyer may be required to pay a percentage of the purchase price for the Goods as a deposit for certain custom Goods or new builders or customers whose credit has not been approved by FireRock, which is due and payable upon execution of the applicable order (a "Deposit"). If, at any time or for any reason, FireRock shall have cause to question Buyer's ability to pay, FireRock may demand such assurances of Buyer's ability to pay as FireRock shall deem necessary in its sole discretion, including payment in advance for all shipments. If Buyer fails within ten (10) days of FireRock's demand to provide FireRock with such assurance, FireRock shall be entitled to suspend its performance, cancel any order then outstanding, receive reimbursement for its reasonable and proper cancellation charges, and may proceed to collect, without limitation, (a) any sums due and owing, (b) its reasonable cancellation charges and (c) all damage resulting from Buyer's default. In the event of an assignment for the benefit of Buyer's creditors, bankruptcy or insolvency of Buyer, or in the event of any proceeding brought against Buyer, voluntarily or involuntarily, under bankruptcy or any insolvency laws, FireRock shall be entitled to cancel any order then outstanding at any time and shall receive reimbursement for its reasonable and proper cancellation charges. If Buyer fails to make payment for the Goods or Work when due, Buyer's account shall be deemed delinquent and Buyer shall be liable to FireRock for a service charge of eighteen percent (18%) per annum or the maximum allowed by law, whichever is greater, on any unpaid amount; provided that, in addition to the foregoing, FireRock shall also be entitled to (w) suspend its performance, (x) cancel any order then outstanding, (y) receive reimbursement for its reasonable and proper cancellation charges and (z) proceed to collect, without limitation, any sums due and owing, its reasonable cancellation charges, and all damage resulting from Buyer's default. Buyer shall be liable to FireRock for all costs and expenses of collection, including court costs and reasonable attorneys' fees and expenses.

All sales of Goods that are custom-manufactured (including but not limited to steel doors & windows, Andersen products and Weiland products) are subject to the aforementioned terms, and are also subject to a non-refundable 50% Deposit, which is due and payable upon execution of the applicable order. FireRock also requires payment in full of the remaining balance prior to shipment of these Goods.

5. SECURITY INTEREST: As collateral security for the payment of the purchase price of the Goods and Work, Buyer hereby grants to FireRock a lien on and security interest in and to all of the right, title and interest, to and under the Goods, wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds of the foregoing). The security interest granted under this provision constitutes a purchase money security interest under the Alabama Uniform Commercial Code.

6. CANCELLATIONS, CHANGES AND RETURNS: Except as otherwise provided in this Agreement, the order and purchase of the Goods under this Agreement are not subject to cancellation, change or return unless agreed to in writing by an authorized representative of FireRock. At FireRock's option, Buyer may be charged for any costs incurred by FireRock prior to or as a result of such cancellation, change or return. In the event of any change, FireRock shall be entitled to revise its prices and delivery dates to reflect such change. Any Deposit paid to FireRock is non-refundable.

7. DELAY IN OR PREVENTION OF PERFORMANCE: Neither FireRock nor Manufacturer shall be liable for any expense, loss or damage resulting from delay in delivery or prevention of performance caused by fires, floods, storms, acts of God, strikes, labor disputes, labor shortages, lack of or inability to obtain materials, fuels, supplies or equipment, civil unrest, domestic or international acts of terrorism, riots, accidents, transportation delays, acts or failures to act of any government or of Buyer,

TERMS & CONDITIONS OF SALE

or any other cause whatsoever, provided that such cause is beyond the reasonable control of FireRock or Manufacturer, and FireRock and Manufacturer shall have such additional time for performance as may be reasonably necessary under the circumstances and may adjust the price to reflect increases occasioned by such delay. Acceptance by Buyer of any of the Goods or Work shall constitute a waiver by Buyer of any claim for damages on account of any delay in delivery of the Goods or performance of the Work.

8. QUANTITIES ORDERED: Except as otherwise agreed to in writing, neither FireRock nor Manufacturer shall be responsible or liable for the quantities of Goods ordered or purchased by Buyer pursuant to this Agreement. Notwithstanding the generality of the foregoing, Buyer acknowledges and agrees that: (a) any materials take-offs or similar estimates are provided by FireRock and/or Manufacturer for informational purposes only; (b) Buyer, and not FireRock, is solely responsible for ordering and purchasing the correct quantity of Goods and any additional quantities necessary to complete the applicable project; and (c) FireRock hereby disclaims any and all liability, cost or expense arising out of or related to Buyer ordering Goods insufficient to complete the applicable project or Buyer's need for Goods in addition to the quantities ordered by Buyer pursuant to this Agreement.

9. WARRANTY AND LIMITATION OF LIABILITIES AND BUYER'S REMEDIES: Buyer acknowledges that FireRock makes no representation or warranty with respect to Goods manufactured by Manufacturers; provided, however, FireRock may pass through certain Manufacturer warranties with respect to such Goods. As such, the warranty for each respective Good is set forth on Exhibit B, which is incorporated into this Agreement by reference.

10. LIMITATION OF WARRANTY: IF ANY GOODS ARE INSTALLED BY BUYER, ITS EMPLOYEES, AGENTS OR CONTRACTORS (OTHER THAN FIREROCK) OTHER THAN IN STRICT CONFORMANCE WITH THE PUBLISHED INSTALLATION INSTRUCTIONS, THE WARRANTY FOR THE GOODS IS VOID AND THERE SHALL BE NO WARRANTY FOR SUCH GOODS.

11. OPERATING WARRANTY SERVICE: To obtain warranty service authorization, Buyer must contact the "FireRock Technical Service Department" in writing at 1616 2nd Ave S Suite 100, Birmingham, AL 35033, or at such address as may be posted at www.firerock.us, within thirty (30) calendar days after Buyer purchases the Goods from FireRock or its authorized distributor. Dated proof of original purchase from FireRock or its authorized distributor will be required. FireRock is not responsible for Goods received from Buyer without a warranty service authorization. To obtain warranty service authorization, Buyer must provide photographic evidence of the claimed defect or have the Goods inspected by an approved FireRock inspector, as determined by FireRock in its sole discretion. Buyer agrees to permit inspection of the Goods by an approved FireRock inspector. FireRock shall, at its sole discretion, decide the place of performance.

10. WARRANTY EXCLUSIVE: IF THE GOODS DO NOT OPERATE AS WARRANTED ON EXHIBIT B, BUYER'S SOLE REMEDY FOR BREACH OF THE WARRANTY SHALL BE REPLACEMENT OR REPAIR OF THE GOODS OR PART OR REFUND OF THE PURCHASE PRICE PAID, AT EITHER FIREROCK'S OR THE MANUFACTURER'S OPTION, AS APPLICABLE AND IN ACCORDANCE WITH THE APPLICABLE WARRANTIES AND DISCLAIMERS SET FORTH ON EXHIBIT B. TO THE FULL EXTENT ALLOWED BY LAW, THE FOREGOING WARRANTIES AND REMEDIES ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, TERMS OR CONDITIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, WARRANTY OF TITLE, OR WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. FIREROCK NEITHER ASSUMES NOR AUTHORIZES ANY OTHER

TERMS & CONDITIONS OF SALE

PERSON TO ASSUME FOR IT ANY OTHER LIABILITY IN CONNECTION WITH THE SALE, INSTALLATION, MAINTENANCE OR USE OF THE GOODS.

NEITHER FIREROCK NOR MANUFACTURER, AS APPLICABLE, SHALL BE LIABLE UNDER THE WARRANTIES SET FORTH IN THIS AGREEMENT IF ITS TESTING AND INSPECTION DISCLOSE THAT THE ALLEGED DEFECT OR MALFUNCTION IN THE GOODS DOES NOT EXIST OR WAS CAUSED BY BUYER'S OR ANY OTHER PERSON'S MISUSE, NEGLIGENCE, IMPROPER INSTALLATION OR TESTING, UNAUTHORIZED ATTEMPTS TO REPAIR OR MODIFY THE GOODS, NORMAL WEAR AND TEAR, OR ANY OTHER CAUSE BEYOND THE RANGE OF ITS INTENDED USE, OR BY ACCIDENT, FIRE, LIGHTENING, OTHER HAZARDS, OR ACT OF GOD. THE WARRANTIES SET FORTH HEREIN DO NOT APPLY WHEN THE MALFUNCTION OR DEFECT RESULTS FROM INSTALLATION OF THE GOODS BY BUYER, ITS EMPLOYEES, AGENTS OR CONTRACTORS (OTHER THAN FIREROCK) OTHER THAN IN FULL COMPLIANCE WITH THE GOODS' INSTALLATION AND SPECIFICATION MANUAL AND LOCAL AND STATE BUILDING CODES, OR THE USE OF THE GOODS IN CONJUNCTION WITH ACCESSORIES, OTHER PRODUCTS, OR ANCILLARY OR PERIPHERAL EQUIPMENT AND EITHER FIREROCK OR MANUFACTURER, AS APPLICABLE, DETERMINES THAT THERE IS NO DEFECT WITH THE ACTUAL GOODS.

13. LIMITATION OF LIABILITY: TO THE FULLEST EXTENT ALLOWED BY LAW, FIREROCK ALSO EXCLUDES FOR ITSELF, MANUFACTURER, ITS SUPPLIERS AND THEIR RESPECTIVE SHAREHOLDERS, MEMBERS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND ITS AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, ANY LIABILITY, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHER LEGAL THEORY, FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES OF ANY KIND, OR FOR THE LOSS OF REVENUE OR PROFITS, LOSS OF BUSINESS, LOSS OF PROPERTY, OR OTHER FINANCIAL LOSS ARISING OUT OF OR IN CONSEQUENCE WITH THE SALE, INSTALLATION, MAINTENANCE, USE, PERFORMANCE, FAILURE, OR INTERRUPTION OF THE GOODS, EVEN IF SUCH PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL FIREROCK'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE SALE OF THE GOODS OR WORK, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE AMOUNT PAID TO FIREROCK BY BUYER FOR THE APPLICABLE GOODS SOLD AND WORK PERFORMED HEREUNDER.

14. INDEMNIFICATION: FIREROCK SHALL NOT BE LIABLE FOR AND BUYER AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS FIREROCK FOR LOSS, DAMAGE, ALL PERSONAL INJURY, INCLUDING DEATH, PROPERTY DAMAGE, OR OTHER LIABILITY ARISING IN WHOLE OR IN PART FROM THE NEGLIGENCE (INCLUDING GROSS NEGLIGENCE) OR WILLFUL MISCONDUCT OF BUYER, ITS EMPLOYEES, AGENTS, CONTRACTORS (BUT EXCLUDING FIREROCK), SUCCESSORS, HEIRS AND ASSIGNS.

15. TERMINATION: In addition to any remedies that may be provided under this Agreement, FireRock may terminate this Agreement with immediate effect upon written notice to Buyer, if Buyer: (a) fails to pay any amount when due under this Agreement; (b) has not otherwise performed or complied with this Agreement, in whole or in part; or (c) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors.

16. CONTROLLING LAW: This Agreement and all rights and obligations hereunder shall be governed by, and construed in accordance with, the laws of the State of Alabama without regard to its conflicts of laws provisions.

TERMS & CONDITIONS OF SALE

17. ARBITRATION; DISPUTE RESOLUTION; PRESERVATION OF FORECLOSURE REMEDIES: All disputes, claims or controversies (individually or collectively, a "Dispute") between FireRock and Buyer arising out of, or relating to, the transactions contemplated by this Agreement, including without limitation any claim based on or arising from an alleged tort, shall be resolved by binding arbitration in accordance with Title 9 of the U.S. Code and the Commercial Arbitration Rules of the American Arbitration Association (the "AAA"), and judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. The Dispute shall be arbitrated in Birmingham, Alabama. Defenses based on statutes of limitation and similar doctrines shall be applicable in any such proceeding, and the commencement of an arbitration proceeding under this Agreement shall be deemed the commencement of an action for such purposes. The arbitrator shall be selected in accordance with the Commercial Arbitration Rules of the AAA. The AAA shall designate a panel of ten (10) potential arbitrators knowledgeable in the subject matter of the Dispute. Each of FireRock and Buyer shall designate, within thirty (30) days of the receipt of the list of potential arbitrators, one of the potential arbitrators to serve, and the two arbitrators so designated shall select a third arbitrator from the eight remaining candidates. Notwithstanding the foregoing, FireRock reserves the right to resolve or bring any Dispute in the federal courts of the United States of America or the courts of the State of Alabama in each case located in Jefferson County, and Buyer irrevocably submits to the exclusive jurisdiction of such courts in any such Dispute.

18. WAIVER: No waiver of any provision, right or remedy contained in this Agreement is binding on, or effective against, FireRock unless expressly set forth in writing and signed by an authorized representative of FireRock. Waiver by FireRock of any breach shall be limited to the specific breach so waived and shall not be construed as a waiver of any subsequent breach.

19. ASSIGNMENT: Buyer may not assign this Agreement or any rights or obligations herein without the prior written consent of FireRock. Any attempted assignment in contravention of this Paragraph shall be void. No assignment or delegation relieves Buyer of any of its obligations under this Agreement. Notwithstanding the foregoing, if Buyer is a contractor, Buyer may assign this Agreement to the ultimate purchaser of the home or other building into which the Goods are installed.

20. TAXES: Unless otherwise indicated in this Agreement, FireRock's prices do not include sales, use, excise or other similar taxes. Consequently, in addition to the price specified, the amount of any present or future such tax shall be paid by Buyer, or in lieu thereof, Buyer shall provide FireRock with all tax-exemption certificates required by the taxing authorities, at the time of sale.

21. CUMULATIVE REMEDIES: All remedies of FireRock set forth herein shall be cumulative and shall be in addition to any other remedies available to FireRock, whether at law, equity or otherwise.

22. SEVERABILITY: If any provision or part of a provision contained in this Agreement is held by a court of competent jurisdiction to be contrary to law or public policy, the remaining provisions of the Agreement shall remain in full force and effect.

23. CONSTRUCTION: No provision of this Agreement may be construed against FireRock as the drafting party.

24. SURVIVAL: Provisions of this Agreement which by their nature should apply beyond their terms will remain in force after any termination or expiration of this Agreement.

TERMS & CONDITIONS OF SALE

EXHIBIT A: GOODS

Unless otherwise agreed to in writing, Buyer is solely responsible for ordering the appropriate and correct quantities of Goods, and FireRock hereby disclaims any and all liability, cost or expense arising out of or related to Buyer ordering Goods insufficient to complete the applicable project or Buyer's need for Goods in addition to the quantities ordered by Buyer pursuant to this Agreement.

PAVERS:

FireRock manufactures concrete pavers. Color matching cannot be guaranteed. Any sample, model, description or illustration shown to or viewed by Buyer was for illustrative purposes only and shall not be deemed to create an express warranty that the Goods shall conform identically in all respects to such sample, model, description or illustration.

MASONRY FIREPLACES:

FireRock manufactures masonry fireplaces. Color matching cannot be guaranteed. Any sample, model, description or illustration shown to or viewed by Buyer was for illustrative purposes only and shall not be deemed to create an express warranty that the Goods shall conform identically in all respects to such sample, model, description or illustration.

SLATE ROOFING:

FireRock is reselling slate goods manufactured by Greenstone Slate Company. The Goods are "semi-weathering" in color unless specifically designated as "unfailing" (see Manufacturer's sales literature for a complete explanation). The Goods are a natural product with natural color variations. Color variations are to be expected and do not constitute grounds for cancellation or repudiation of this Agreement or return of the Goods. Buyer has received and approved samples of the Goods.

CEDAR ROOFING:

FireRock is reselling cedar goods manufactured by Progressive Services Corp. or affiliated mills and treated by Western Wood Preservers. The serviceable life of Cedar Shakes is affected by several factors over which Progressive Services Corp. and Western Wood Preservers have no control and for which Progressive Services Corp. and Western Wood Preservers assume no responsibility. The factors include, but are not limited to climate index, quality of installation, maintenance, ventilation, and the type and quality of the underlayment. Wood is a natural product, and variation will occur in texture, grain, and color. Cedar goods are graded products. The Cedar Shake and Shingle Bureau (CSSB) publishes standard grading criteria for several shake and shingle products. FireRock sells cedar products that are manufactured by CSSB member mills and non-member mills. Only CSSB member mills undergo periodic involuntary audits to ensure adherence to standards. While non-member mills can voluntarily adhere to CSSB standards, neither FireRock nor Progressive Services Corp. or Western Wood Preservers makes any representation about the compliance of non-member mills' products with CSSB standards. In all cases, the standard of material to be produced, shipped, and sold from FireRock to Buyer shall be in accordance with the signed order or other contract documents to which these Terms and Conditions are attached.

TERMS & CONDITIONS OF SALE

SOLID WOOD FLOORING:

FireRock is reselling wood products manufactured by any one of a series of wood flooring mills (each a "Wood Flooring Manufacturer"). Wood is a natural product, and variation will occur in texture, grain, and color. Machining tolerances are measured at time of manufacturing, only. After manufacturing, the Goods will gain or lose moisture, thus changing the measurements. The Goods are manufactured to a 6%–9% moisture content standard (measured at time of manufacturing prior to shipment from Wood Flooring Manufacturer's facility) with a 5% allowance for pieces outside that range up to 12% moisture content. There is an allowance of not greater than 5% of the Goods to be mis-grade or off grade pieces (includes only below grade pieces). Buyer has reviewed and approved samples, which are a representative example of what Goods may look like. All custom finishes (pre-finished, stained, hand-scraped, rough sawn, etc.) are produced by hand, and will vary between individual boards and the representative samples. The Goods that are custom finished are sold "AS-IS," and may not be returned. In all cases, the standard of material to be produced, shipped, and sold from FireRock to Buyer shall be in accordance with the signed order or other contract documents to which these Terms and Conditions are attached.

ENGINEERED FLOORING:

FireRock is reselling engineered flooring products manufactured by Homeshield Quanex, LLC (dba Owens Flooring by Quanex Building Products) ("Engineered Flooring Manufacturer"). Wood is a natural product, and variation will occur in texture, grain and color. Machining tolerances are measured at time of manufacturing, only. After manufacturing, Goods will gain or lose moisture, thus changing the measurements. Goods are manufactured to a 6%–9% moisture content standard (measured at time of manufacturing prior to shipment from Engineered Flooring Manufacturer's facility) with a 5% allowance for pieces outside that range up to 12% moisture content. There is an allowance of not greater than 5% of the Goods to be mis-grade or off grade pieces (includes only below grade pieces). Buyer has reviewed and approved samples, which are a representative example of what Goods may look like. All custom finishes (pre-finished, stained, hand-scraped, rough sawn, etc.) are produced by hand, and will vary between individual boards and the representative samples. Goods that are custom finished are sold "AS-IS," and may not be returned. In all cases, the standard of material to be produced, shipped, and sold from FireRock to Buyer shall be in accordance with the signed order or other contract documents to which these Terms and Conditions are attached.

STEEL DOORS & WINDOWS:

All steel units are custom manufactured specifically for each project and are sold "AS-IS," and may not be returned. Minor color variances and fabrication imperfections are to be expected and do not constitute grounds for cancellation or repudiation of this Agreement or return of the Goods. In all cases, the standard of product to be produced, shipped, and sold from FireRock to Buyer shall be in accordance with the signed order and shop drawings.

EXHIBIT B: WARRANTIES

PAVERS:

This express limited warranty applies to the FireRock concrete paver product that was purchased from FireRock or its authorized distributor. The express limited warranty applies only to the paver product (the "Pavers"), it does not apply to mortar, grout, sealer, or any other product or component. Rights under this warranty only apply to Buyer that purchased the

TERMS & CONDITIONS OF SALE

Pavers from FireRock or its authorized distributor.

FireRock warrants to Buyer that the Pavers purchased from FireRock or its authorized distributor will be (a) delivered in the amount ordered; and (b) delivered free from material defects in materials. The term of this express limited warranty begins on the date that Buyer purchases the Pavers from FireRock or its authorized distributor and ends thirty (30) calendar days thereafter. To obtain coverage under this express limited warranty, Buyer must notify FireRock in writing of any shortage of material, or of any material defect in material, within thirty (30) calendar days of purchasing the Pavers from FireRock or its authorized distributor.

FireRock's sole obligation under this express limited warranty shall be, at FireRock's option, to either (a) replace the Pavers that contain a material defect; or (b) refund the pro rata purchase price paid for the Pavers that contain a material defect. Labor charges or indirect charges for replacement of the Pavers will be the responsibility of Buyer. All Pavers that are replaced become the property of FireRock.

If you have any questions, please contact the FireRock Technical Service Department at 205-639-5000.

MASONRY FIREPLACES:

FireRock warrants to the original Buyer (including, if the original Buyer is a contractor, the original purchaser of a new, or the then current owner of an existing, home or other building into which the Goods are installed) that the fireplace purchased from FireRock (the "Fireplace") will be free from material defects in materials, under normal use, for twenty (20) years. Defects must adversely affect safety or performance of the Fireplace, and expressly excludes drafting, smoking or puffing of the Fireplace, which are affected by factors beyond the control of FireRock. The warranty period begins on the proven date of purchase of the Fireplace. FireRock's sole obligation under this express limited warranty shall be, at FireRock's option and expense, to provide a replacement Fireplace or part, or if the replacement Fireplace or part is not reasonably available, FireRock may, in its sole discretion, refund the purchase price paid for the Fireplace or part. Labor charges or indirect charges for repair or replacement of the Fireplace or part will be the responsibility of Buyer. FireRock warrants any replaced Fireplace or part for a period of ninety (90) days from shipment, or through the end of the original warranty, whichever is longer. All Fireplaces or parts that are replaced become the property of FireRock. This express warranty does not cover hardware, footing, vents, ducting or accessories.

If you have any questions, please contact the FireRock Technical Service Department at 205-639-5000.

SLATE ROOFING:

With respect to any slate roofing (the "Slate Roofing") purchased by Buyer, neither Manufacturer nor FireRock shall be liable or responsible for (a) any defects attributed to normal wear and tear, erosion or corrosion or improper storage, use or maintenance, or (b) defects in any portion or part of the Slate Roofing manufactured by others. Manufacturer has agreed to replace any of the Slate Roofing that is defective in material or workmanship within one (1) year from the date of delivery. Manufacturer's obligation with respect to any such defects shall be limited to replacement, F.O.B. Manufacturer's facility in Poultney, Vermont, and in no event shall Manufacturer be liable for consequential or special damages, or for transportation, adjustment or other expenses, which may arise in connection with such defective products. At Buyer's request and to the extent assignable, FireRock will assign to Buyer any such claim against Manufacturer for defective products. Any claim by Buyer with reference to the Slate Roofing for any cause shall be deemed waived by Buyer unless submitted to FireRock in writing within ten (10) days from the date Buyer discovered, or should have discovered, any claimed breach. Buyer shall

TERMS & CONDITIONS OF SALE

give FireRock an opportunity to investigate any such claimed defect or breach. The exclusive remedy of Buyer and the sole liability of Manufacturer and FireRock, for any loss, damage, injury or expense of any kind arising from the manufacture, delivery, sale, installation, use or shipment of the Slate Roofing and whether based on contract, warranty, tort or any other basis of recovery whatsoever, shall be, at the election of Manufacturer or FireRock, as applicable, the remedies described in the foregoing paragraph. The foregoing is intended as a complete allocation of the risks between the parties and Buyer understands that it will not be able to recover consequential damages even though it may suffer such damages in substantial amounts. Because this Agreement and the price paid reflect such allocation, this limitation will not have failed of its essential purpose even if it operates to bar recovery for such consequential damages.

CEDAR ROOFING:

A complete copy of the applicable warranty is available upon request. Subject to certain exceptions, Western Wood Preservers Ltd. Provides a thirty year warranty (transferable to subsequent owners) and a fifty year warranty (not transferable to subsequent owners) after the warranted wood is installed. The applicable warranty applies only to shakes and shingles that meet #1 grade. The warranty covers against damage by termites or fungal decay that would make the material structurally unfit for the application or purpose for which it is used. Please note that each piece of wood covered by the warranty must have been treated to a 0.25 pcf retention of CCA preservative and used only as a roof or wall covering material. In addition, please note that the warranty is limited to replacement of shakes and shingles, and Buyer will be required to register the warranty within thirty days of installation.

SOLID WOOD FLOORING:

With respect to any solid wood flooring (the "Solid Wood Flooring") purchased by Buyer, neither Manufacturer or FireRock shall be liable or responsible for (a) any defects attributed to normal wear and tear, erosion or corrosion or improper storage, use or maintenance, or (b) defects in any portion or part of the Solid Wood Flooring manufactured by others. Manufacturer has agreed to replace any of the Solid Wood Flooring that is defective in material or workmanship through the date that the installation of the Solid Wood Flooring is completed. Manufacturer's obligation with respect to any such defects shall be limited to replacement, F.O.B. Manufacturer's facility, and in no event shall Manufacturer be liable for consequential or special damages, or for transportation, adjustment or other expenses, which may arise in connection with such defective products. At Buyer's request and to the extent assignable, FireRock will assign to Buyer any such claim against Manufacturer for defective products. Any claim by Buyer with reference to the Solid Wood Flooring for any cause shall be deemed waived by Buyer unless submitted to FireRock in writing within ten (10) days from the date Buyer discovered, or should have discovered, any claimed breach. Buyer shall give FireRock an opportunity to investigate any such claimed defect or breach.

The exclusive remedy of Buyer and the sole liability of Manufacturer and FireRock, for any loss, damage, injury or expense of any kind arising from the manufacture, delivery, sale, installation, use or shipment of the Solid Wood Flooring and whether based on contract, warranty, tort or any other basis of recovery whatsoever, shall be, at the election of Manufacturer or FireRock, as applicable, the remedies described in the foregoing paragraph. The foregoing is intended as a complete allocation of the risks between the parties and Buyer understands that it will not be able to recover consequential damages even though it may suffer such damages in substantial amounts. Because this Agreement and the price paid reflect such allocation, this limitation will not have failed of its essential purpose even if it operates to bar recovery for such

TERMS & CONDITIONS OF SALE

consequential damages.

ENGINEERED WOOD FLOORING:

WHEN THIS WARRANTY APPLIES. This warranty is effective for all engineered floors (the "Engineered Flooring") sold by FireRock that are manufactured by Homeshield Quanex, LLC (dba Owens Flooring by Quanex Building Products) after February 8, 2010, except for products that are sold "AS-IS," which carry no warranty. These unwarranted products will be designated as "off-goods". This warranty extends only to the original purchaser of the flooring, and not to subsequent purchasers of homes or other locations where the flooring is installed. This warranty only applies if the flooring is installed in strict compliance with the installation instructions available online at www.FireRock.us. Regular and preventative maintenance must be undertaken for this warranty to apply. The installer has the final responsibility to inspect the Engineered Flooring before installation. FireRock and Manufacturer will not be responsible for installation of defective parts or parts that, for whatever reason, do not meet the expectations of the final consumer.

MANUFACTURING AND STRUCTURAL WARRANTY. Manufacturer warrants to the original purchaser against any manufacturing defects caused by improper milling, grading, or finishing defects (if the purchased product is factory finished). Manufacturer also warrants to the original purchaser that its flooring will remain free from defects in lamination, assembly, milling, dimension and grading for as long as the original purchaser owns the floor.

RADIANT HEAT INSTALLATION WARRANTY. For radiant heat applications, Manufacturer warrants to the original purchaser the Manufacturing and Structural warranty when the radiant heat installation instructions are followed. Radiant heat for the purpose of this warranty is considered as Hydronic and air heated radiant installations only and when applicable flooring products manufactured by Manufacturer are used. This warranty does not cover Electric Radiant heat installations of any kind.

RESIDENTIAL FINISH WARRANTY. For residential applications, Manufacturer warrants to the original purchaser that when used under normal residential traffic conditions, its factory finished flooring will not wear through or separate from the wood for a period of thirty-five (35) years from the date of purchase. The finish must be worn through on more than 10% of the total floor area before Manufacturer is obligated to take action under this warranty.

LIGHT COMMERCIAL FINISH WARRANTY. For light commercial applications, Manufacturer warrants to the original purchaser that its factory finished flooring will not wear through or separate from the wood for a period of five (5) years from the date of purchase. The finish must be worn through on more than 10% of the total floor area before Manufacturer is obligated to take action under this warranty.

EXCLUSIONS FROM THIS WARRANTY. This warranty does not cover indentations, scratches, or damage to the floor caused by negligence, or damage from any of the following causes: water, wet mopping, erosion, pebbles, sand, abrasives, insects, pets, misuse, abuse, accidents, natural wood discoloration or changes in color due to exposure to sunlight, extreme environmental conditions, excessive or insufficient humidity or moisture, extreme sunlight, failure to follow all of manufacturer's specific written installation instructions, poor workmanship by an installer, repairman, or other third party, bumps and/or dimples created by nailing machines, cleats or staples, improper maintenance, insufficient damage prevention and/or protection in kitchen workstations and underneath furniture, misuse, alterations to original manufactured products, failure to follow recommended wood floor care and maintenance guidelines, or spiked or high heeled shoes.

TERMS & CONDITIONS OF SALE

NATURAL EXPANSION AND CONTRACTION. Flooring products are natural products. Some minor contraction and expansion may occur. Changes in the Engineered Flooring due to the natural properties of wood are not covered by this warranty. These occurrences and/or visual changes in the hardwood floor will frequently self-correct with seasonal climate changes and/or under normal environmental conditions. Neither FireRock nor Manufacturer will repair or replace a floor due to natural changes caused by normal environmental conditions.

AVAILABLE REMEDIES. If your wood floor fails to perform under this warranty, Manufacturer will decide what portion of the floor is defective and determine the cause of the problem. Manufacturer will then, at its option, repair or replace the portion of the floor that it determines to be defective and covered by this warranty. In the unlikely event that Manufacturer is unable to repair manufacturing defects after a reasonable number of attempts, Manufacturer will refund, if requested, the purchase price of the portion of the floor Manufacturer determines to be defective. Manufacturer will not refund the installation costs or any amount beyond the purchase price of the floor.

WARRANTY AND DAMAGE LIMITATIONS. Any attempt to repair, replace, or refinish the floor prior to Manufacturer's inspection and authorized repair actions will void this warranty. No distributor, dealer, installer, agent, sales person or Manufacturer sales representative is authorized to change or increase the terms or coverage of this warranty program.

STEEL DOORS & WINDOWS:

FireRock warrants the steel window and door products to be free from defects in material and workmanship for a period of five (5) years. The warranty period commences the day the product is delivered to Buyer's location or building site and shall remain in effect for five (5) years from that date. Only windows and doors that are being used under normal conditions and the way they were originally intended to be used will be covered.

All steel doors and windows are hand built, specifically for each home. As with any custom, handcrafted, non-production product, minor color variances and fabrication imperfections are to be considered part of the uniqueness and character of the products and not a defect. The limited warranty contained herein does not cover minor imperfections, cosmetic details, variations or discoloration in the metal and or finish that do not affect the product's structural integrity.

Should FireRock determine any of its products to have defective materials or workmanship within the covered warranty period, it shall, at its own discretion, choose to: (a) repair the defective component at no charge; (b) replace the defective component at no charge; or (c) refund the cost of the defective component.

Replacement components will be manufactured to match the original components as closely as possible but may vary slightly in color and construction due to the custom handcrafted nature of the products.

The following are not covered under this limited warranty: (a) glass, which is covered by the manufacturer's warranty, after two (2) years, FireRock will replace the glass only, installation is to be handled by the client; (b) weather-stripping, which is a wear item that may require regular maintenance depending on use; (c) hardware, which is covered by the manufacturer's warranty; (d) components or accessories not manufactured by FireRock; (e) installation, which is typically done by the builder or the dealer's own work force.

If an install is performed by FireRock, then the installation warranty is covered for 45 days from the installation date.

TERMS & CONDITIONS OF SALE

FACTORY APPLIED PAINT FINISH – 2 YEAR WARRANTY. Firerock warrants its factory applied product finish to be free from defect for a period up to two (2) years from the date of delivery to Buyer and will repair at FireRock's sole discretion.

This warranty does not cover:

1. Minor blemishes or variations in factory finish
2. Minor fabrication imperfections due to hand crafting
3. Customer locations within 2 miles of the coast or similar environment
4. Acid rain, salt air or other corrosive elements
5. Change in finish by others
6. Improperly installed products
7. Product damage during construction caused by improper protection and cleaning
8. Modification to product from its original design
9. Damage caused by attempts to repair the product
10. Damage caused by settling or moving of structure
11. Failure to perform normal homeowner's maintenance and cleaning
12. Corrosion due to improper maintenance and cleaning
13. Damage caused by circumstances beyond our control, including but not limited to damage caused by misuse, abuse, accident, mishandling or acts of God
14. Glass and hardware which is covered by manufacturer's warranty
15. Normal wear and tear, including weatherstripping
16. Routine product maintenance including any which may be necessary during construction

TERMS & CONDITIONS OF SALE

EXHIBIT C: INSTALLATION TERMS

1. WORK. FireRock agrees to furnish all supervision, tools, equipment and materials and perform all of the labor and services necessary in order to properly install the Goods at the project site (the "Work") in accordance with the order or other contract to which these Installation Terms are attached. Any change in the Work after the execution of the Agreement shall be the subject of a change order executed by FireRock and Buyer, which change order will specify any changes in the time for performance of the Work and the cost of the Work due to such change. Buyer shall furnish FireRock with full access to the project site as required by FireRock to perform the Work.

2. INSTALL WARRANTY. FireRock warrants that: (1) the Work shall be free from any defects in workmanship, material and design; (2) the Work shall conform to applicable installation and other specifications, drawings, designs, and samples for the Goods; and (3) the Work shall be free and clear of all liens, security interests or other encumbrances, so long as Buyer pays FireRock for the Work in accordance with this Agreement. Buyer's sole remedy and FireRock's sole obligation for defective Work is to reperform such Work at no expense to Buyer. These warranties survive any delivery, inspection, acceptance or payment of or for the Work by Buyer for a period of one (1) year.

3. INSPECTION AND ACCEPTANCE. Within five (5) business days of FireRock's installation of the Goods, FireRock and Buyer shall coordinate an inspection of the installed Goods to determine that the Goods are operating in conformance with the specifications for the Goods (the "Specifications"). If the installed Goods are not found to be in conformance due to defective Work, FireRock shall make necessary installation corrections, followed by another inspection to confirm that the installed the Goods are operating in conformance with the Specifications. "Acceptance" shall be deemed to occur on the date when upon inspection the installed Goods have been found to be operating in conformance with the Specifications. If FireRock is not the Manufacturer of the Goods, nothing herein shall be deemed to be a warranty by FireRock of such Goods. In all events, the warranties for the Goods set forth in Exhibit B shall be the sole warranties with respect to the Goods, and the warranties set forth in Section 3 above are the sole warranties of the Work.

4. PERMITS. If Buyer is a contractor, Buyer will secure and pay for all building permits and licenses and will pay all governmental charges and inspection fees necessary for the prosecution of the Work. Buyer will provide all notices of commencement or other notices or filings required to be given by the law applicable to the jurisdiction in which the project site is located. If Buyer is the owner of the building in which the Goods will be installed and there is no general contractor, FireRock will secure and pay for all building permits and licenses and will pay all governmental charges and inspection fees necessary for the prosecution of the Work. FireRock will secure and pay for all business licenses and permits required for FireRock to perform the Work.

5. LIEN WAIVERS. Upon request, following completion of all Work required and payment by Buyer under this Agreement (and at any time otherwise required by Buyer), FireRock will provide Buyer and cause any and all subcontractors to provide Buyer, with executed releases and waivers of any and all liens, claims, security interests or encumbrances in favor of FireRock subcontractors, material suppliers, or other persons or entities that have provided labor, materials and equipment relating to the Work.

6. INSURANCE. In addition to any insurance a party deems in its interest to purchase because of risks assumed under this Agreement or otherwise, each party shall maintain and cause its subcontractor to maintain in force at its own expense: (i) all insurance required by any applicable federal, state or local statutes, laws, rules or regulations; and, (ii) the following

TERMS & CONDITIONS OF SALE

forms of insurance coverage at least in the amounts specified. Each party waives any and all rights of recovery against the other party (and its subcontractors) for any loss or damage covered by any insurance acquired or maintained by a party for its benefit (including all rights that might otherwise accrue to any subrogee) where such waiver does not void such party's insurance. Each party further waives subrogation rights against the other party.

A. Workmen's Compensation – Statutory

- (1) Employer's Liability - \$1,000,000 each accident
 - \$1,000,000 disease – policy limit
 - \$1,000,000 disease – each employee
- (2) Voluntary Compensation Endorsement
- (3) Waiver of subrogation in favor of the other party
- (4) Broad Form All States Endorsement (when applicable)
- (5) United States Longshoremen and Harbor Workers Act Coverage and/or Jones Act (when applicable)

B. Commercial Public Liability (ISO Form CG 00 01 10 01 or equivalent)

- (1) Limits of Liability – \$1,000,000 each occurrence
 - \$2,000,000 general aggregate
 - \$2,000,000 products – completed operations aggregate
 - \$1,000,000 personal injury
 - \$5,000 medical payments
- (2) Policy shall include the following types of coverage:
 - (a) Premises & Operations
 - (b) Independent Contractors
 - (c) Products & Completed Operations
 - (d) Explosion, Collapse and Underground (XC&U)
 - (e) Contractual Liability. This insurance shall cover all contractual agreements, both oral and written of each party set forth in this Agreement.
 - (f) Additional insured including completed operations
 - (g) Waiver of subrogation
 - (h) Each party's coverage shall be primary for such party's losses
 - (i) Policy shall not contain any residential exclusion

TERMS & CONDITIONS OF SALE

C. Automobile Liability – Comprehensive Form

- (1) Limits of Liability – \$1,000,000 each accident (combined single limit for bodily injury and property damage)
- (2) Policy shall include the following types of coverage:
 - (a) Owned (if applicable), non-owned and hired vehicles
 - (b) other party to be included as an Additional Insured
 - (c) Waiver of subrogation in favor of other party

Each party will furnish to the other insurance certificates evidencing that all insurance required herein is in full force and effect. All such certificates and policies of insurance required herein shall include evidence of or contain an endorsement specifying that such insurance will not be canceled until at least 30 days' prior written notice has been given to the other party.

7. RELATIONSHIP OF THE PARTIES / SUPERVISION AND SUPERINTENDENTS. FireRock shall at all times be an independent contractor with respect to the Work and will not be acting as an agent, employee or servant of Buyer. Any Work provided by FireRock shall be carried on by FireRock according to its own methods subject only to Specifications and agreements outlined in this Agreement. FireRock shall have exclusive control of the means, methods, techniques, sequences and procedures of Work. FireRock shall be solely responsible for the acts of its agents, employees, servants and subcontractors during the performance of this Agreement. Nothing contained in this Agreement shall be construed as creating any agency, partnership, franchise, business opportunity, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither Buyer nor FireRock shall have authority to contract for or bind the other in any manner whatsoever. No relationship of exclusivity shall be construed from this Agreement.

8. SUBCONTRACTORS. FireRock may subcontract Work without prior written consent of Buyer, but such subcontracting shall not relieve FireRock from full responsibility and liability for the Work and for the due performance of all the terms and conditions of this Agreement. Nothing in this Agreement shall create any contractual relationship between any subcontractor and Buyer to pay or to see to the payment of any moneys due any subcontractor.

9. FORCE MAJEURE. Any delay or failure of FireRock to perform its obligations under this Agreement will be excused to the extent that the delay or failure was caused directly by an event beyond FireRock's control, without its fault or negligence and that by its nature could not have been foreseen or, if it could have been foreseen, was unavoidable (which events may include natural disasters, embargoes, explosions, riots, wars, acts of terrorism or delays caused solely by Buyer, its employees, agents and contractors (but excluding FireRock)) (each, a "Force Majeure Event"). FireRock shall give Buyer prompt written notice of any event or circumstance that is reasonably likely to result in a Force Majeure Event, and the anticipated duration of such Force Majeure Event. FireRock shall use commercially reasonable efforts to end the Force Majeure Event, ensure that the effects of any Force Majeure Event are minimized and resume full performance under this Agreement.