

STONE TRUSS LLC
TERMS AND CONDITIONS OF SALE

Effective Date: October 1, 2026 | Version 1.0

1. Application of These Terms. These Terms and Conditions of Sale (the “Terms”) govern every sale of goods and related services by Stone Truss LLC (“Seller”) to any buyer or account holder (“Buyer”). They are incorporated into Seller’s credit application, and into each order, quotation, invoice, and delivery ticket, whether an order is placed in person, by telephone, or by written or electronic purchase order. **The version of these Terms in effect on the date an order is placed governs that order.** Seller may revise these Terms prospectively by posting an updated version; revisions do not affect orders already placed. These Terms prevail over any conflicting or additional terms in Buyer’s purchase order or other document, and no such term binds Seller unless accepted by Seller in a signed writing.

2. Credit and Payment. Unless otherwise agreed in writing, all amounts are due in full on the 10th day of the month following the date of purchase (net 10th prox.). Time is of the essence. Acceptable payment methods are cash, check, money order, cashier’s check, and construction voucher; where card payment is accepted, a surcharge may apply as disclosed at the point of sale. Seller may reduce, suspend, condition, or revoke credit, or require payment in advance or on delivery, at any time in its sole discretion.

3. Finance Charge on Past-Due Balances. Any amount not paid when due bears a finance charge of **1.50% per month (an annual rate of 18%)**, or the maximum rate permitted by applicable law if that is less, from the due date until paid. This charge is a time-price differential that is part of the price of the credit sale of goods, and is not interest on a loan or forbearance of money. Buyer’s payments are applied first to costs and finance charges, then to the oldest unpaid invoices, unless Seller elects otherwise.

4. Disputed Invoices. Buyer must notify Seller in writing of any disputed charge within five (5) days after the invoice date. Charges not disputed within that period are deemed correct and accepted. Buyer may not withhold payment of undisputed amounts.

5. Delivery, Title, Risk of Loss, and Security Interest. Delivery dates are estimates only, and Seller is not liable for delays or shortages beyond its reasonable control. Unless otherwise agreed, deliveries are curbside only; Buyer is responsible for confirming safe access and for safely receiving and offloading the goods, and Buyer assumes all risk of loss or damage to persons or property arising beyond the curb. Wait-time or standby charges may apply if Buyer is not ready to receive a scheduled delivery. Title and risk of loss pass to Buyer on delivery to Buyer or its carrier or, for will-call, on Buyer’s or its agent’s taking possession. Seller retains a purchase-money security interest in all goods until paid in full, and Buyer authorizes Seller to file financing statements to perfect it. If Buyer fails to pay any amount when due, Seller may, in addition to all other remedies, take possession of any unpaid goods that have not been incorporated into a work of improvement, and Buyer grants Seller and its agents a license and irrevocable right to enter, during normal business hours, any premises or job site owned or controlled by Buyer where the goods are located, in order to inspect, mark, or repossess them, provided the entry and taking can

be accomplished without breach of the peace. Buyer will obtain any consent of the project owner, general contractor, or other party in possession that is necessary for such entry, and Buyer waives any claim for trespass, conversion, or damages arising out of a repossession made in accordance with this Section. Seller's exercise of this right is not an election of remedies and does not waive or reduce Seller's mechanic's lien, stop-payment-notice, payment-bond, guaranty, account, or other rights, except to the extent of the value actually realized from goods recovered.

6. Preliminary Notice and Lien Rights. Buyer will, before or promptly upon placing an order for a specific project, provide the project owner's name, the job-site address, the general contractor, and any construction-lender information so that Seller may serve a preliminary notice and preserve its mechanic's lien, stop-payment-notice, and payment-bond rights under California law. Seller expressly reserves all such rights. Nothing in these Terms waives any lien, bond, or stop-notice right, and Seller's finance charges, late charges, and collection costs are recoverable as account and contract obligations independent of the amount recoverable by lien.

7. Returns. All sales are final. Returns require Seller's prior written authorization and may be subject to a restocking fee. Special-order and custom-fabricated goods (including trusses and other made-to-order items) are not returnable. Returned checks and returned electronic payments are subject to a service charge of \$25.00 for the first returned item and \$35.00 for each subsequent returned item, as permitted by California Civil Code section 1719, plus any other amount allowed by law.

8. Limited Warranty; Disclaimer. Seller warrants only that goods will conform to the description on the invoice or, for fabricated goods, to the approved shop drawings and applicable industry design standards. **EXCEPT FOR THE EXPRESS WARRANTY ABOVE, SELLER DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.** Goods manufactured by others carry only the manufacturer's warranty, which Seller assigns or passes through to Buyer to the extent assignable; Seller makes no warranty of its own as to those goods, and Seller's express warranty above extends only to conformity with the invoice description or, for fabricated goods, the approved shop drawings. Where a separate signed contract for a specific project exists, its warranty terms control for that project.

Natural Characteristics of Wood Products. Buyer acknowledges that lumber, plywood, timbers, trusses, and other wood products may be delivered green, unseasoned, or with elevated moisture content, and may shrink, check, split, twist, bow, cup, crook, warp, discolor, or develop surface mold, mildew, or fungal staining as moisture conditions change. These are natural characteristics of wood and are not defects unless the goods fail to conform to the description, grade, species, or moisture designation applicable to the product sold. Buyer is responsible for scheduling delivery for a time when the goods can be properly received, and for the storage, covering, ventilation, drying, and protection of the goods after delivery. Seller is not liable for any condition arising from Buyer's storage or handling of the goods or from job-site conditions, or for mold, mildew, or fungal growth, however arising.

Mold, Mildew, and Moisture (All Products). Buyer acknowledges that mold, mildew, fungal growth, and related staining or odor can develop on virtually any building material (including gypsum boards, insulation, paper and cellulose facings, wood and engineered wood, sheathing,

siding, roofing, flooring, and finished goods) when the material is exposed to moisture, humidity, water intrusion, condensation, or inadequate ventilation. Such conditions typically arise after delivery from storage, handling, installation, weather, or job-site conditions that are outside Seller's control. Seller does not warrant that any product is mold, mildew, or moisture-resistant, proof, and any product marketed as mold- or moisture-resistant is warranted only by its manufacturer and only to the extent, and subject to the conditions, stated in the manufacturer's written warranty. Buyer is responsible for keeping all goods dry and for their proper storage, covering, ventilation, and protection before and after installation. To the fullest extent permitted by law, Seller disclaims all liability for mold, mildew, or fungal growth on any product, however arising, and for any resulting property damage, loss of use, remediation cost, personal injury, or other loss; any such claim is subject to the warranty disclaimer in Section 8 and the limitation of liability in Section 10.

9. Notice of Errors or Defects. Buyer must inspect the goods on delivery and give Seller written notice of any shortage, shipping error, or visible defect or damage within five (5) calendar days after delivery, and of any latent defect promptly after it reasonably should have been discovered. Failure to give timely notice, or use or installation of the goods, constitutes acceptance to the extent permitted by law. This Section does not shorten any non-waivable statutory notice or limitations period.

10. Limitation of Liability. Seller's total liability arising out of or relating to any goods or these Terms will not exceed the price Buyer paid for the goods giving rise to the claim, and at Seller's option may be satisfied by repair, replacement, or credit. **SELLER IS NOT LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING LOST PROFITS, DELAY, OR LABOR COSTS,** even if advised of the possibility. These limitations do not apply to liability that cannot be limited under applicable law.

11. Indemnity. Buyer assumes all responsibility for the storage, handling, bracing, and installation of the goods after delivery and, to the fullest extent permitted by law, will indemnify, defend, and hold Seller harmless from claims for injury or damage arising out of Buyer's storage, handling, installation, or use of the goods, except to the extent caused by Seller's own negligence or willful misconduct.

12. Collection Costs and Attorneys' Fees. If Seller refers any past-due amount to an attorney or collection agency, Buyer will pay all costs of collection, including reasonable attorneys' fees and collection-agency fees, to the extent permitted by law. In any action to enforce a sale or these Terms, the prevailing party is entitled to recover reasonable attorneys' fees and costs.

13. Governing Law; Venue; Dispute Resolution. These Terms are governed by California law. The parties consent to venue in the state courts located in the county of Seller's principal place of business, and each waives any objection to that venue. In the event Seller is required to foreclose on a mechanic's lien, venue may be in the county of the location of the work of improvement.

14. Change of Ownership. Buyer will notify Seller in writing at least thirty (30) days before any change in Buyer's ownership or the sale of its business, with a credit application for the successor. If Buyer fails to do so, Buyer remains liable for all purchases made in its name, and Seller may demand payment of all outstanding amounts and suspend further deliveries pending approval of the successor's credit.

15. Severability; Waiver; Assignment. These Terms, together with Seller's credit application, guaranty, and each invoice, are the entire agreement between the parties as to their subject matter and supersede prior negotiations. If any provision is held unenforceable, the remainder stays in effect and the provision is enforced to the maximum extent permitted. Seller's failure to enforce any provision is not a waiver. Buyer may not assign its account without Seller's written consent.

16. Force Majeure. Seller is not liable for any delay, shortage, or failure to perform caused by events beyond its reasonable control, including supplier or manufacturer shortages or allocation, mill or production interruptions, transportation or fuel disruptions, labor disputes or shortages, fire, flood, earthquake, severe weather, epidemic, acts of God, war, terrorism, civil unrest, government action, tariffs or embargoes, utility or communications outages, and cyber incidents. During any such event Seller may allocate available goods among its customers in any manner it considers reasonable, and may reschedule or cancel affected orders without liability. Buyer's obligation to pay for goods already delivered is not excused or suspended by any such event.