

REEB PURCHASING AGREEMENT (SALES TERMS & CONDITIONS)

All orders to and sales by Reeb Millwork and its affiliates (“Reeb”), existing now or added in the future, are subject to and governed by the following terms and conditions. Undersigned (“Applicant” or “Customer”) agrees to be bound by these terms and conditions by ordering and purchasing, any goods, products, materials or services from Reeb.

1. **Amendments or Updates:** No other terms or conditions, unless expressly accepted in writing by Reeb, will apply. Reeb reserves the right to update or amend these terms and conditions, and Customer agrees to be bound by such updates and amendments, upon thirty (30) days written notice from Reeb to Customer.
2. **Extension of Credit:** In the event Customer wishes to purchase on credit, Reeb will require Customer to complete a Credit Application. **Reeb shall not be obligated to extend nor continue to extend credit to Customer, and credit limits are subject to change at Reeb’s sole discretion without prior notice.** In the event Reeb elects to extend credit to Customer, and Customer agrees to purchase on Credit, Customer agrees:
 - a. **Solvency:** Customer shall promptly notify Reeb of any material change in its financial condition. Customer’s continued solvency is a precondition of any credit sales by Reeb. Customer agrees to provide Reeb, upon Reeb’s request, updated financial information, including an updated Credit Application, or other documentation demonstrating Customer’s solvency.
 - b. **Security:** Reeb reserves the right to require additional information and/or security from Customer as a condition of continued extension of credit, such as completion of a commercial project supplement, letters of credit, payment bond information, collateral security agreements or financing statements for specific projects, or personal or corporate guarantees. If Reeb requires such items, it will notify Customer, and until such security is provided, Reeb shall be under no obligation to process Customer’s orders.
 - c. **References:** As part of its Credit Application, and upon any request by Reeb, Customer shall provide references to Reeb, for example trade references and bank references. Customer authorizes Reeb to contact any such references provided by Customer, and further to perform verifications with insurance vendors, credit reporting agencies, landlords, financial institutions, and the like, and Customer authorizes all such parties to release information to Reeb related to Customer’s creditworthiness and/or solvency.
 - d. **Required Documents:** Customer shall provide to Reeb the following documents/records:
 - i. *Completed IRS Form W-9;*
 - ii. *Articles of incorporation or evidence of registration of business entity;*
 - iii. *Most recent financial statement of Applicant;*
 - iv. *Evidence of valid Sales Tax Exemption (otherwise, sales tax will be applied), and*
 - v. *Proof of the existence of reasonable Commercial General Liability and Property Insurance coverage*
3. **Payment Terms:** Unless otherwise specified by Reeb in writing, standard payment terms for warehouse purchases are: balance of invoice is due 1% 10th Prox., Net 25 (i.e. payment is due in full by the 25th calendar day after the end of the month in which the balance is invoiced, with a 1% discount on balances paid by the 10th calendar day after the end of the month invoiced). Unless otherwise specified by Reeb in writing, payment terms for direct factory purchases are: 1% 10 days, Net 11 days from the date of invoice. Reeb shall not be responsible for postal delays causing late payments; Customer should plan accordingly to assure payment is made to Reeb on-time.

Any balance not paid in full by the 25th calendar day after the end of the month in which the balance is invoiced is delinquent. A monthly service charge will be assessed on all delinquent balances, with the service charge calculated as the lesser of 18% per annum (i.e. 1 ½ % per month) or the maximum rate allowed by applicable law. If Reeb commences legal action to collect on Customer’s delinquent account, Customer agrees to recompense Reeb for all related costs and reasonable attorney’s fees.
4. **Orders and Pricing:** All orders placed with Reeb are subject to Reeb’s acceptance or refusal, and are contingent upon availability of product. Catalog prices and specifications are subject to change. Specific pricing and product specification will be those in effect at the time Customer’s order is acknowledged by Reeb, unless otherwise stated by Reeb. Please request a quotation on special materials/order.
5. **Returns:** Non-stock/shop items and custom-ordered products are non-returnable. Other returns require Reeb’s prior written approval, and are subject to a twenty percent (20%) restocking/handling charge. Customer’s erroneous order entries are Customer’s responsibility.
6. **Limited Warranties & Limitations of Liability:** Reeb and its affiliates shall not be liable for punitive, consequential, special, exemplary, indirect or incidental damages or for any loss of use, profits, revenue, opportunity, product or business opportunity, and Reeb’s and its affiliates’ cumulative liability for all other claims, loss and damages shall be limited in the aggregate to the purchase price of product paid to Reeb for the product giving rise to the claim. This clause applies notwithstanding anything to the contrary in these terms and conditions or otherwise and regardless of whether liability arises in contract, negligence, statute or otherwise. Except for any express written warranty provided by Reeb, Reeb provides no warranty, express or implied, with respect to products or services, including, but not limited to, warranties of merchantability and fitness for a particular purpose, all of which are expressly disclaimed to the fullest extent permitted by applicable law.

Reeb will make available third-party manufacturer warranties on its website, but does not expressly adopt those warranties. Customer agrees to review applicable Reeb, or third-party warranties, and agrees to make copies of same available to its consumers (i.e. the end users) prior to the consumer purchasing the product from Customer, and thereafter to provide copies of same along

with the product at the time of sale to the consumer. Customer shall indemnify, defend, and hold harmless Reeb from against any all claims arising from Customer's noncompliance with these obligations.

7. **Delivery and Acceptance of Product; Risk of Loss; Claims/Shortages:** Where Reeb is responsible for delivering products sold to Customer by Reeb's trucks and delivery personnel, Customer agrees to inspect the product for damage or nonconformity as it is delivered.

Unless otherwise indicated by Reeb in writing, delivery shall be F.O.B. destination. Risk of loss passes to Customer upon delivery to Customer. If delivery is by common carrier, delivery by Reeb to the carrier shall constitute delivery to Customer's destination. Until such time as the products are paid for in full, Reeb retains title to the products and Customer grants Reeb a security interest in said products. Customer hereby authorizes Reeb to perfect such security interest, as required by applicable law, and Customer shall cooperate in the perfection process. Upon Customer's default, Reeb may retake possession of the products without prior legal process and Reeb may pursue any other remedies that may be available to it.

No claims for shortages, damage, or error in shipment will be allowed unless reported to Reeb in writing within five (5) days after Customer's receipt. No claims for service work performed by others will be allowed unless specifically authorized in writing by Reeb in advance.

8. **Legal:** In the event of any dispute or litigation arising from or related to this Purchasing Agreement, the Credit Application, and/or Customer's purchase or attempted purchase of products, materials, or services from Reeb, Customer agrees that the matter shall be governed by the laws of the State of Pennsylvania, without regard to its conflicts of law provisions. Customer irrevocably consents to the jurisdiction and venue of the state and federal courts of Northampton County, Pennsylvania. Further, Customer agrees that the state and federal courts of Northampton County, Pennsylvania shall be the exclusive jurisdiction and venue for any legal actions instituted by Customer against Reeb.

9. **Privacy Notice:** We collect and use "nonpublic personal information," i.e. personally identifiable, nonpublic information about Customer that we obtain in connection with providing credit or products, in order to determine the financial viability of Customer's business. We treat nonpublic personal information in accordance with our Privacy Policy. *Information We Collect and From Whom:* We may collect nonpublic personal information about Customer from the following sources: from Customer on this Application and related forms; from Customer's transactions with Reeb, our affiliates, or others; and from non-affiliated third parties, including consumer reporting agencies and/or references. *Information We Disclose and to Whom:* We share nonpublic personal information between our affiliated companies, parents, and subsidiaries. We do not share nonpublic personal information with non-affiliates without Customer's express consent or as permitted by law. We may disclose nonpublic personal information we collect, as described above, to persons or companies that perform services on our behalf and to other financial institutions and credit assessment entities. *Security Procedures:* We restrict access to your nonpublic personal information and only allow disclosures to persons and companies as permitted by law to assist in providing products/services to you. We maintain physical, electronic, and personal safeguards to protect your nonpublic personal information.

Applicant/Customer had an opportunity to review these terms and conditions to its satisfaction. Intending to be legally bound, Customer/Applicant fully accepts these terms and conditions with regard to all purchases from Reeb, and certifies that all information and documentation it provided with regard to the Credit Application & Purchasing Agreement is true, correct, and complete to the best of its knowledge.