

# General Terms and Conditions of Sale

These General Terms and Conditions of Sale (these “**Terms and Conditions**”) apply to all orders and all purchases of products, goods, items and/or materials (collectively, “**Goods**”) from Cornerstone Building Brands Canada, Inc. d/b/a Ply Gem Canada, Mitten. North Star Windows and Doors, and/or any of their direct or indirect subsidiaries (collectively, “**CBB Canada**”, and with respect to the applicable selling entity of CBB Canada, the “**Seller**”). Each time buyer (“**you**” and “**your**”) orders Goods, you will be deemed to have accepted these Terms and Conditions. CBB Canada may change these Terms and Conditions at any time.

- a. Seller's confirmation of an order, invoice, your credit application (“Application”), these Terms and Conditions and any addenda attached to these Terms and Conditions (collectively, this “Agreement”) comprise the entire agreement between Seller and you and supersedes all prior negotiations, discussions and agreements with respect to the Goods which are the subject of this Agreement. Any term of any order or other communication from you that is in any way inconsistent with or in addition to this Agreement is not binding upon Seller. Fulfilment of your order does not constitute acceptance of such terms and does not serve to modify or amend this Agreement.
- b. You acknowledge that CBB Canada has provided you with its corporate Code of Ethics located at <https://www.cornerstonebuildingbrands.com/our-commitments/governance> and you represent and warrant that your business practices are consistent with and in compliance with such Code of Ethics.
- c. All orders are subject to acceptance by Seller, the approval of Seller's credit department and these Terms and Conditions. Your payment and performance obligations under this Agreement are absolute and unconditional. Your payment and performance obligations are not subject to cancellation, reduction or set off for any reason.
- d. Seller shall have the right, upon notice to you at any time, to revise the stated credit terms and/or to withhold deliveries if Seller, in its sole discretion, deems such actions necessary or advisable to protect its interests.
- e. Prices are subject to change without notice. Price and payment terms for the Goods, including any discounts, shall be as specified on the invoice. No unauthorized deductions from invoices are permitted. Invoices are payable to Seller or its agent or designee as stated on the face of the invoice.
- f. You will pay any tax, duty, tariff, or other charges now or subsequently imposed by any Federal, Provincial, Municipal and/or other governmental authority as a result of this Agreement or in connection with any activities within the scope of this Agreement.
- g. If you default in making any payment when due, whether or not associated with this Agreement, or if your credit becomes impaired or otherwise unsatisfactory in the sole judgment of Seller, or if you are in default with the terms of this Agreement, Seller shall have the right to declare your obligations immediately due and payable, to cancel any pending shipment to you, to retake possession of any shipment then in transit to you, to change credit terms, and to assert any other rights and remedies permitted by law. Finance charges of the lesser of 2% per month (24% per annum) or the maximum allowable interest rate shall be assessed on any amount owing and unpaid from the payment due date to the date payment is received. You shall pay to Seller all fees, costs and/or expenses incurred by Seller in connection with any dishonoured payments.
- h. You agree that if CBB Canada incurs any costs to obtain payment of any of your liabilities to CBB Canada or enforce any provision of this Agreement, including any solicitor's fees and costs, you shall pay to CBB Canada an amount equal to such fees and costs.
- i. You shall inspect the Goods immediately upon their arrival and shall immediately give written notice (in no event later than 2 business days after delivery of such Goods) to Seller of any claim that the Goods do not conform to the agreed upon specifications. If you fail to give such notice, the Goods shall be deemed to conform to the specifications and terms of this Agreement and you shall be bound to accept and pay for the Goods in accordance with the terms of this Agreement. Goods may not be returned without the prior written authorization of Seller. Should you desire to field test the Goods, you agrees to follow the procedures set forth in Seller's applicable Field Testing Protocol that can be requested from Seller.
- j. All Goods shall be shipped F.O.B. Seller's facility or other location designated by Seller. You expressly assume expense and risk of loss of Goods upon delivery to carrier at the designated location unless otherwise specified on Seller's invoice.
- k. Shipping and delivery dates are approximate only, and Seller shall not be responsible for delay in shipment, in whole or in part, or any costs or damages to you which may arise from delays in shipment. Partial shipments are permitted, and any portion of an order omitted from an original shipment will be
- l. shipped and invoiced at the same price and on the same terms as the original shipment.
- m. Seller shall not be responsible if performance is prevented, delayed or made substantially more expensive, directly or indirectly, as a result of a force majeure event, including but not limited to war, riot, embargoes of the Canadian government or any other government, fires, floods, droughts, accidents,

lockouts, breakdown of machinery, loss or damage in transit, acts of God, stoppage of labour or by any other cause other than Seller's gross negligence. If a force majeure event occurs, Seller may, at its option, extend the time for performance for the period of the delay and for a reasonable period thereafter, make partial delivery, cancel all or part of any orders and/or allocate production and deliveries among any or all of Seller's customers as Seller may reasonably determine.

- n. Title to the Goods shall remain with Seller until amounts owing under this Agreement in respect of such Goods are paid in full and you have fulfilled all of your obligations under this Agreement in respect of such Goods. As well, to secure the payment and performance of your obligations, you grant to CBB Canada a continuing first priority security interest in all Goods you purchase from CBB Canada, now or in the future, and in all substitutions, replacements and additions of all or any part of the Goods, and all proceeds of any of the foregoing, including any property or obligations received when collateral or proceeds are sold, collected, dealt with, exchanged or otherwise disposed of. All proceeds received by you shall be held in trust for CBB Canada separate and apart from your other funds or accounts or property and paid or immediately delivered to CBB Canada. You confirm that you and CBB Canada have not agreed to postpone the time for attachment of CBB Canada's security interests. You agree to sign necessary or appropriate financing statements upon CBB Canada's request.
- o. All sales to you shall be subject to Seller's applicable warranty in effect at the time of shipment. TO THE EXTENT PERMITTED BY LAW, THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES WHATSOEVER, EXPRESS AND IMPLIED, STATUTORY OR OTHERWISE. SELLER MAKES NO, AND HEREBY DISCLAIMS ANY, REPRESENTATIONS OR WARRANTIES WITH RESPECT TO 1) THE PROJECT'S PLANS, SPECIFICATIONS OR REQUIREMENTS; 2) YOUR APPLICATION OF THE GOODS; OR 3) THE INSTALLATION OF THE GOODS OR OTHER WORK AT THE PROJECT. TO THE EXTENT THAT THE DISCLAIMER OF ANY IMPLIED WARRANTIES IS PROHIBITED, SUCH IMPLIED WARRANTIES ARE EXPRESSLY LIMITED TO A 90 DAY PERIOD FOLLOWING THE ORIGINAL PURCHASE OF THE GOODS. UNDER NO CIRCUMSTANCES SHALL CBB CANADA BE SUBJECT TO OR LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, CONTINGENT OR PUNITIVE DAMAGES WHATSOEVER OR FOR ANY LOSS OF GOODWILL OR LOST PROFIT OR OVERHEAD WITH RESPECT TO CLAIMS MADE HEREUNDER OR BY YOU OR ANY USER OF GOODS. NO RECOVERIES OF ANY KIND AGAINST CBB CANADA WILL BE GREATER IN AGGREGATE AMOUNT THAN THE PURCHASE PRICE OF THE SPECIFIC GOODS SOLD CAUSING THE ALLEGED LOSS OR DAMAGE.
- p. You assume the risk of, and agree to indemnify, defend and hold harmless CBB Canada, its affiliates, and each of its respective officers, directors, employees and agents, and each of its respective successors and assigns, from and against any and all claims, suits, judgments, losses, liabilities, damages, penalties, fines, expenses (including legal fees on a solicitor-client basis, consultants' fees and expenses), injuries (including death) to any person or damage to any property, resulting from or arising in any manner, directly or indirectly, out of or in connection with (i) the Goods, (ii) any breach of this Agreement by you or (iii) any negligent or wilful acts or omissions by you, regardless of any concurrent or contributing fault or negligence of CBB Canada. Your obligation to indemnify, defend and hold harmless shall survive the cancellation, termination or expiration of this Agreement.
- q. You represent, warrant and covenant to us that (a) this Agreement constitutes your valid obligation, legally binding upon you and enforceable according to its terms; (b) you will promptly pay all taxes, assessments, fees and other charges arising from this Agreement or the Goods, except for Seller's Canadian income taxes measured on net income; (c) you must provide all financial information and reporting (including, but not limited to your financial statements) as CBB Canada may reasonably require; (d) all credit, financial and other information submitted by you or on your behalf to CBB Canada in connection with this Agreement is and shall be true, correct and complete; and (e) you will not change your name, principal place of business or primary residence and, if you are a business entity, your jurisdiction of formation or form of business organization or change the jurisdiction in which your chief executive office or registered office is located, without prior written notice to CBB Canada, or enter into any merger, amalgamation, consolidation, or restructuring, without CBB Canada's prior written consent.
- r. All proprietary and/or confidential information, including, but not limited to, all drawings, technical information, designs, pricing, trade secrets, and the like which are created or produced by Seller shall remain the sole property of Seller, shall not be shared with, disclosed to, or used by anyone other than you.
- s. CBB Canada may collect and use personal information provided by you in connection with this Agreement for the purposes of verifying and evaluating your Application, your identity (including for regulatory compliance purposes), creditworthiness (including by obtaining and using credit reports), and the information provided to CBB Canada in connection with the Application or this Agreement. CBB Canada may collect credit, financial and related personal information for these purposes from you or your Application, CBB Canada's

- affiliates, credit bureaus and credit reporting agencies, from references that you may have provided in the Application and other parties with whom you have had a financial or credit relationship. You consent to the disclosure of such information by these parties to CBB Canada. Social Insurance Numbers or other personal identifiers, if provided, may be used to verify your identity, including matching credit records. Identity verification may also include checking your identity against watch lists established by regulatory agencies and similar bodies in Canada and foreign countries. CBB Canada may, from time to time, use the information referred to above and other personal information collected or compiled by CBB Canada in connection with this Agreement (collectively, the "Information") and share the Information among and with CBB Canada and its affiliates and representatives for the purposes of opening, administering, servicing and enforcing this Agreement, collecting amounts owing to CBB Canada, verifying and evaluating your current and ongoing creditworthiness and financial status, and responding to inquiries and otherwise communicating with you regarding your account. For the purpose of maintaining your credit history and providing credit references, CBB Canada may from time to time disclose credit-related Information to credit bureaus, credit reporting agencies and to your current or future creditors. CBB Canada may use and exchange your banking information with financial institutions for payment processing purposes. CBB Canada may otherwise use the Information and disclose the Information to third parties: (i) to register security interests; (ii) to enforce security, this Agreement and otherwise collect amounts owing to CBB Canada; (iii) for the purposes of detecting and preventing fraud; (iv) in connection with audits; (v) for the purposes of meeting legal, regulatory, risk management and security requirements; and (vi) as permitted or required by law (including as required by foreign laws applicable to CBB Canada and CBB Canada's agents or service providers). CBB Canada may use and disclose the Information to CBB Canada's assigns, prospective assigns and other third parties that are connected with the proposed or actual financing, securitization, insuring, sale, assignment or other disposal of all or part of Seller's business or assets (including this Agreement and amounts owing to CBB Canada) for the purposes of permitting a prospective assign to evaluate your creditworthiness and otherwise determine whether to proceed or continue with the transaction, fulfilling any reporting or audit requirements to such parties, or completing the transaction. CBB Canada's successors and assigns may collect, use, and disclose the Information for substantially the same purposes as described in this Agreement. CBB Canada may use agents and service providers to collect, use, store or process the Information on CBB Canada's behalf for the purposes described in this Agreement. Some of these agents or service providers may be located outside of Canada, including the United States, where local laws may permit governmental, law enforcement, or regulatory authorities or courts to have access to the Information. CBB Canada may, from time to time, use the Information and share the Information among and with any affiliates and representatives to promote and market additional products or services of CBB Canada and/or its affiliates to you. You may refuse consent for this purpose by contacting CBB Canada at 1-403-203-8213.
- t. To request access to, or correction of the Information, or if you have any questions about how CBB Canada handles the Information, please contact CBB Canada at 7140-40th Street S.E., Calgary, AB T2C 2B6, Attention Credit Department. The consents provided above shall be valid for so long as required to fulfil the purposes described in this Agreement.
- u. The relationship of you to CBB Canada is that of an independent contractor. You are not an agent of CBB Canada and cannot bind CBB Canada in any way.
- v. You acknowledge that there may be critical supply chain and labour issues that may create unforeseeable circumstances causing delays that prevent Seller from fulfilling its obligations, including but not limited to, war, riot, act of public enemy, tariffs or embargoes of the United States government or any other government, fires, floods, droughts, accidents, lockouts, epidemics, pandemics, Seller's suppliers failing to timely deliver products or materials, breakdown of machinery, loss or damage in transit, acts of God, stoppage of labour, or by any other cause beyond Seller's reasonable control ("Force Majeure"). Supplier shall not be responsible if performance is prevented, delayed, or made substantially more expensive, directly or indirectly, as a result of a Force Majeure event.
- w. This Agreement will be governed by and construed under the laws of the Province of Alberta, not including the United Nations Convention on Contracts for the International Sales of Goods, and without regard to the conflict of laws rules. To the extent permitted by law, all actions, claims or legal proceedings in any way pertaining to this Agreement must be commenced within two (2) years after the cause of action has accrued and maintained in the courts of Alberta and in no other court or tribunal whatsoever, and the parties hereto each agree to submit to the jurisdiction and venue of such courts. The parties agree to waive the right to a jury trial. You agree that service of process in any legal proceedings that may be brought in connection with this Agreement may be effected by mail to your address set forth on Seller's invoice.
- x. All notices, requests and demands given to or made upon any party will be deemed to have been received when sent by fax or e-mail and then mailed by overnight courier to the address of the appropriate party, or if sent by other means, upon receipt by the appropriate party.
- y. If any provision of this Agreement is for any reason held invalid or unenforceable, such invalidity or unenforceability will not affect any other provision hereof, and this Agreement will be construed as if such invalid or unenforceable provision had not been contained herein.
- z. Modifications, exceptions, changes or inconsistencies, appearing in any documents or materials sent by you are deemed rejected, unless specifically agreed to in advance in writing signed by an authorized representative of CBB Canada. Notwithstanding the foregoing, these Terms and Conditions shall prevail over any terms and conditions of sale sent by you with any purchase order or purchase order agreement.
- aa. This Contract is for the benefit of, and is binding upon, you and your permitted successors, assigns, heirs and executors and CBB Canada and CBB Canada's successors and assigns. You may not modify, assign or terminate this Agreement, and no waiver of any of the provisions of this Agreement will be effective, without the written consent of an authorized representative of CBB Canada.
- bb. No waiver by CBB Canada of any default shall be deemed a waiver of any subsequent default. CBB Canada's delay or failure to enforce at any time or for any period of time any of the provisions of this Agreement will not constitute a waiver of such provisions or of the right of CBB Canada to enforce each and every provision. Nothing contained herein shall limit remedies of CBB Canada in the event of your breach of this Agreement.
- cc. If you are a corporation, you agree that The Limitation of Civil Rights Act (Saskatchewan), as it may be changed from time to time, will not apply to this Contract or to our rights, powers or remedies and you waive and release all benefits under those laws and any similar laws of any jurisdiction to the fullest extent permitted by law.
- dd. To the extent any payment due to CBB Canada under this Agreement is deemed to be usurious, the payment obligation shall be amended and replaced with the maximum lawful amount. All your obligations under this Agreement survive the expiration or termination of this Agreement if necessary to give full effect to the terms of this Agreement. Time is of the essence under this Agreement.
- ee. By signing below, you represent that you have the necessary authority to sign on behalf of the buyer of the Goods. Electronic signatures, as well as copies of original signatures sent via email or .pdf, shall be treated as original signatures for all purposes.
- ff. CBB Canada and you acknowledge having expressly requested that this Agreement and all related documents and notices be drafted in the English language. Nous et vous reconnaissons avoir expressément requis que le présent contrat et les documents et avis qui s'y rattachent soient rédigés en langue anglaise.