

CONFIRMATION TERMS AND CONDITIONS

1. Agreement: These Confirmation Terms and Conditions (“*Terms*”) are part of the complete agreement between Awbrey Butte Cedar, LLC and its assigns and affiliates (“*Seller*”) and the party referenced in the Order Confirmation or corresponding Credit Application together with its assigns and affiliates (“*Buyer*”) for all products, materials, and incidental services provided by Seller to Buyer (“*Goods*”). The complete integrated agreement between Buyer and Seller includes the Credit Application, Order Confirmation, these Terms and any subsequent invoices provided to Buyer by Seller (collectively “*Agreement*”). These Terms supersede and cancel all prior communications between the parties, except as specifically provided in the Agreement. The parties agree that these Terms cannot be contradicted, supplemented, or explained by evidence of course of performance, course of dealing or usage of trade.

2. Right to Revoke or Reduce Credit: Seller reserves the right to revoke or reduce Buyer’s credit if: (a) Buyer fails to pay when due; (b) the sale will cause Buyer to exceed Buyer’s credit limit as determined by Seller, or (c) in the judgment of Seller, there has been a material adverse change in Buyer’s financial condition. If any of these issues arise, Seller shall have the right to demand payment or other assurance which it deems adequate before delivery or sale of additional Goods.

3. Modifications: Acceptance by Buyer to the Agreement is expressly limited to the terms of the Agreement. Unless otherwise expressly agreed to in a writing expressly acknowledge and signed by Seller and referencing this Agreement, no additional or supplemental terms including any warranties proposed by Buyer, or any subsequent agreements or communications in any way altering the Agreement, are part of the parties’ Agreement for the sale and purchase of the Goods. Fulfillment of Buyer’s order does not constitute acceptance of any of Buyer’s terms and conditions and does not serve to modify or amend these Terms. Buyer agrees that these terms 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.

4. Ownership and Risk of Loss: Unless otherwise specified in writing by Seller, Goods shipped to a destination within the United States are F.O.B. Seller’s shipping location, unless otherwise specified in writing by Seller, and for Goods shipped to a destination outside the United States, all Goods are F.C.A. Seller’s shipping location. Seller has no obligation to notify Buyer of any shipment. Buyer assumes all responsibility of Goods requiring any governmental import clearance. Seller may terminate any Order Confirmation if any governmental authority imposes antidumping or countervailing duties or any other penalties on the Goods.

5. Payment: Buyer shall pay all invoiced amounts to Seller after delivery or purchase as specified in the Credit Application or as otherwise provided in any invoice or billing statement from Seller. (“**Payment Due Date**”). On any amount not timely paid, Seller may assess a finance charge up to the lesser of 18.00% per month or the maximum rate permitted by law, without notice to Buyer, on all accounts starting on the day after the Payment Due Date. Payment shall be made in American Dollars unless otherwise agreed by Seller. If Buyer uses a check for payment and Buyer’s check is dishonored or returned for any reason, Buyer authorizes Seller to electronically (or by paper draft) re-present the check to Buyer’s bank account for collection of the amount of the check, plus any applicable fees as permitted by law. Amounts are paid when they are physically received by Seller and not when they are deposited in the mail. Seller may apply payments to any outstanding invoices in its sole discretion, regardless of how Buyer indicated payments should be applied. In no event shall Seller be subject to any retention, “pay when paid” or “pay if paid” provisions.

6. Delivery: The Goods will be delivered within a reasonable time following issuance of the Order Confirmation, subject to availability. For any Order Confirmation identifying the delivery term “DLVD” or delivered, shall mean that the Goods will be delivered via common carrier to the designated place of destination, the default 2020 INCOTERM applicable to DLVD Order Confirmations is CIF or CIP as applicable given the mode of transportation.

7. Inspection, Acceptance & Waiver: Buyer shall inspect the Goods, at its sole cost and expense. The Goods shall be deemed accepted by Buyer upon receipt, unless within 120 hours of delivery, Buyer rejects the Goods and notifies Seller in writing including all supporting evidence or documents of the basis for such rejection and including but not limited to rejection for compliance with specifications, shortages, defects, nonconformity, errors and for in transit loss or damage. Buyer agrees to examine each invoice immediately upon receipt and inform Seller in a detailed written statement of any dispute within 5 days of the date of the invoice. **Failure by Buyer to timely notify Seller in writing of either the Buyer's rejection of the Goods and the basis for such rejection or of any dispute to an invoice shall constitute a waiver by Buyer of any right to reject the Goods or to make any dispute to the invoice and an admission by Buyer that the Goods are acceptable and accepted and that all terms of the Agreement are reasonable and accepted by Buyer.** If timely written notice is received, Seller may, in its sole and unreasoned discretion, either replace the portion of Goods found by Seller to be nonconforming on the same terms as detailed in the Order Confirmation, ship additional Goods to Seller to remedy any shortage determined by Seller, repair any defects in the Goods confirmed by the Seller at Buyer's expense, or refund to Buyer a portion of the purchase price actually received by Seller for the affected portion of the Goods.

8. Indemnification: Buyer shall indemnify, defend, and hold Seller harmless from any and all liability, claims, suits, damages, or loss (including, without limitation, attorney fees and third party claims) resulting from any act or omission of Seller, its agents or assigns, including from the use, sale, distribution, remanufacturing or disposal of the Goods, whether alone or in combination with other materials, which explicitly includes, without limitation, any claim, suit, damage or loss (including, without limitation, attorney fees) except if such liability is caused solely by Seller's gross negligence or willful misconduct.

9. Limitations of Liability and Damages: Buyer and any related third party's sole and exclusive remedy for any and all damage caused by, arising out of, or relating to the Goods, including, but not limited to, any claim of negligence against Seller or any claim for breach of any warranty, express or implied, shall be the return of the Goods and refund, or repair and/or replacement of nonconforming Goods or parts thereof that Seller deems defective. Without limiting the foregoing, Seller shall have no liability for any loss of profit or use, loss of data, property damage, or any indirect, special, punitive, incidental, or consequential damages. In no event shall Seller's aggregate liability arising out of or related to this Agreement, whether arising out of related to breach of contract, Tort (including negligence) or otherwise, exceed the total amounts paid to Seller for the Goods sold to Buyer pursuant to the Order Confirmation. All actions or claims, regardless of form, arising out of or relating to the Agreement must be commenced within 1 year after the date of the invoice issued by Seller.

10. Limited Warranty: If the Goods are subject to grading agency rules, the grading and reinspection rules of the applicable grading agency whose stamp appears on the Good purchased by Buyer shall be deemed included in and part of the Agreement except as described herein. Any inconsistency between the grading agency rules and these Terms shall be resolved in favor of the Terms. All claims that relate to the Goods failing to meet grade will be resolved through the grading agency and the manufacturer/mill that produced the Goods. **Except for any applicable limited warranty, if any created by applicable grading agency rules, Seller has not given Buyer any express warranties relating to the Goods. Seller makes no representation or further warranty, express or implied, to Buyer regarding the Goods, and specifically disclaims any implied warranty of merchantability or implied warranty of fitness for a particular purpose, and Seller hereby disclaims the same to the fullest extent allowable by applicable law and whether implied by law, course of dealing, course of performance, usage of trade or otherwise. To the extent products manufactured by a third party are contained in, incorporated into, attached or packaged with the Goods, Seller makes no representation or warranty, express or implied to Buyer regarding any such third-party products.**

11. Governing Law and Jurisdiction: Buyer and Seller expressly agree that the Agreement shall be governed by the laws of the United States and the State of Oregon without regard to conflict-of-law rules. The provisions of the United Nations Convention on the International Sale of Goods shall not apply to this Agreement. Buyer consents to the jurisdiction of any court with proper jurisdiction in the State of Oregon. Buyer waives any objection regarding proper venue in any other court. Buyer agrees that Buyer and Buyer's officers, employees, and agents shall appear, at Buyer's expense, for deposition in Deschutes County, Oregon. Nothing limits Seller from bring any proceeding in any competent court of any other jurisdiction or to otherwise file or perfect any lien or other rights in any other jurisdiction.

12. Buyer Compliance: The Buyer agrees to comply with all applicable laws, rules, regulations and ordinances. Buyer shall maintain in effect all licenses, authorizations, and permits that it needs to conduct its obligations under this Agreement. Buyer represents and warrants that neither Buyer, nor any persons or entities holding any legal or beneficial interest whatsoever in Buyer are the target of any sanctions program or similar or related programs including any program created by Executive Order or published by the Office of Foreign Assets Control, U.S. Department of Treasury ("**OFAC**") or any state or federal law, rule or treaty.

13. Event of Default: It is an Event of Default under this Agreement: If Borrower fails to pay timely any amount owing to Seller as provided in Seller's invoice(s) or the Order Confirmation, without any prior notice required; if any party defaults in the performance of any other obligation under the Agreement and fails to cure such default within 15 days of receiving written notice of the default; or if Seller reasonably believes in good faith that Buyer is insolvent. Seller shall have all rights and remedies upon an Event of Default under this Agreement, applicable law and in equity, including without limitation the Uniform Commercial Code, without suffering an election of remedies.

14. Early Termination: In the sole and unreasonable discretion of Seller, if Buyer elects to terminate any good or services following delivery of a signed purchase order to Seller, Seller may, in its discretion charge a termination fee to Buyer consisting of Seller's out of pocket costs together with an amount equal to a percentage of Seller's lost profits consistent with the work progress at the time of termination but in any event not less than 10.00% of Seller's lost profit. Seller may cancel this Agreement at any time.

15. Force Majeure: The Buyer agrees that Seller is not responsible for any loss, damage or delay due to an event of Force Majeure and Seller shall not be in default of the Agreement as a result. Force Majeure shall mean an occurrence beyond the reasonable control of Seller including, but not limited to, acts of God or the public enemy, terrorism, strikes, riots, shortages of labor or materials, war, accidents, fire, other weather issues, transportation delays, pandemic, endemic, flood, sabotage, embargo, government shutdowns or orders to cease any action by the government or any governmental laws, regulations or restrictions. If a Force Majeure event occurs, both Buyer and Seller will attempt to negotiate reasonable accommodations for performance. Should the Force Majeure event continue for 30 days or more, Seller may terminate any Order Confirmation for the Goods without liability or consequence whatsoever.

16. Trade Terms: Except to the extent this Agreement expressly provides for a different interpretation, trade terms (F.O.B., F.C.A.) shall be defined in accordance with the Oregon Uniform Commercial Code.

17. Assumption of Liability: Buyer has selected the Goods as suitable for their use and assumes all risks and liabilities resulting from the use, sale, distribution, remanufacture, or disposal of the Goods. Seller neither assumes nor authorizes any person to assume for Seller any liability in connection with the sale, use or disposal of the Goods.

18. Taxes: Any applicable taxes (federal, state, local or foreign) and duties and governmental charges of any kind are the sole responsibility of the Buyer unless expressly assumed by Seller in writing. Seller is relying upon any exemption provided by Buyer concerning any applicable Sales/Use Tax. Unless expressly specified, all prices do not include any taxes, duties, or governmental charges.

19. Security Interest: Until any unpaid amounts owing by Buyer to Seller are fully satisfied, Seller retains an interest in the Goods. Buyer hereby grants, conveys and pledges to Seller a security interest in all Goods purchased by Buyer from Seller, now existing or acquired in the future, together with all attachments or

replacements and including but not limited to all Accounts as defined in the Uniform Commercial Code. Seller shall keep all Goods segregated or otherwise easily identifiable together with all Accounts arising out of or relating to the Goods. Buyer authorizes Seller at any time to file a UCC-1 financing statement as it deems necessary to perfect the security interest delivered by Buyer to Seller.

20. Setoff: Buyer is not entitled to set off any amounts due to Buyer against any amounts due to Seller pursuant to the Agreement.

21. Waiver: No waiver of any provision of the Agreement or any rights or obligations of any party shall be effective except pursuant to a written instrument signed by the party or parties waiving compliance. A waiver is limited to only the specific instance and for the specific purpose stated in writing.

22. Solvency: Buyer hereby warrants that it is solvent, that Buyer is able to pay all its obligations as they become due and can pay Seller for all amounts set forth in the Order Confirmation timely and according to the terms of this Agreement.

23. Severability: If any provision of the Agreement is determined to be illegal or unenforceable, the validity of the remaining provisions shall not be affected thereby, and such illegal or unenforceable provision shall be deemed modified to the minimum extent necessary to make it consistent with applicable law and, in its modified form, such provision shall then be enforceable and enforced.

24. Binding Effect: This Agreement is binding upon and shall inure to the benefit of the parties' successors, heirs and assigns.

25. Attorney Fees: If Buyer fails to pay any amounts owing under the Agreement, Buyer shall reimburse Seller for all costs and expenses reasonably incurred by Seller in recovering the amounts due, including, without limitation, attorney fees, costs, and collection fees, whether or not a suit or other form of dispute resolution is initiated, and including in the event Buyer becomes involved in or subject to any bankruptcy or other insolvency or receivership proceeding. If any claim, suit or proceeding ("**Action**") is instituted which arises out of or relates to the Agreement, the prevailing party in such Action shall recover, in addition to costs, reasonable attorney fees incurred in preparation, prosecution or defense of such Action, as determined by the court, and if appealed, such reasonable attorney fees as determined on appeal.

26. Notices: All notices required under the Agreement shall be in writing and deemed effective upon personal delivery, or upon receipt by electronic mail, or upon receipt by certified or overnight mail, to the addresses set forth in the Order Confirmation or otherwise specified in the Agreement.

27. International Duty & Freight Changes and Detention: Any changes after the Order Confirmation, in rate of duty, United States import or export taxes, or valuations by United States Customs, shall be for the account of Buyer unless otherwise specified. Any change in freight rates after the Order Confirmation more than the negotiated price shall be the Buyer's responsibility. Goods sold subject to all governmental inspections. If the goods or any part of them are detained by any government and not released following reasonable efforts to remove detention, Seller agrees that Buyer is not required to provide replacement Goods and that the terms of the Order Confirmation and Agreement are terminated without cost or fees to any party and Seller is released from all liability for any detained and unreleased Goods. Seller must refund any amounts paid by Buyer, if any, for the detained and unreleased Good upon termination of the Order Confirmation and this Agreement.

28. Electronic Signatures: The Agreement including these Terms may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute the same instrument. Facsimile or email transmission of any signed original document, and retransmission or email of any signed facsimile or email transmission, shall be the same as delivery of an original. The parties agree that this Agreement may be completed and verified by electronic means in accordance with the provisions of the **Uniform Electronic Transactions Act ("UETA")** as codified in ORS Chapter 84. At the request of either party, the parties shall confirm facsimile or email transmitted signatures or electronic signatures by signing an original document and providing the signed original to the requesting party.

29. Survival: All applicable provisions shall survive any termination of this Agreement.