



TERMS AND CONDITIONS OF SALE

1. Acceptance.

Sales of products by Mbrico LLC (“Company”) to the purchasing customer (“Customer”) are governed exclusively by these Terms and Conditions of Sale. Any written quotation, price list, order acknowledgment, and these Terms and Conditions constitute the entire agreement between Company and Customer, unless superseded by a separate written agreement executed by both parties. COMPANY’S ACCEPTANCE OF ANY ORDER IS EXPRESSLY CONDITIONED UPON CUSTOMER’S ASSENT TO THESE TERMS. Acceptance of products by Customer constitutes agreement to these Terms. No modification shall be binding unless in writing and signed by both parties.

2. Payment Terms.

Unless otherwise agreed in writing, Mbrico requires a fifty percent (50%) deposit to initiate procurement of raw materials and begin production. The remaining fifty percent (50%) balance is due when the order is completed in production and ready to ship. Customers seeking Net Thirty (30) payment terms and credit limits must contact Mbrico and obtain written approval prior to placing an order. Executed purchase orders submitted to Mbrico may, at Mbrico’s discretion, constitute confirmation and contract of sale, even if the required deposit has not yet been received. All estimates and quotations issued by Mbrico are valid for thirty (30) days unless otherwise stated in writing. If an order is completed and ready for shipment and Customer is not prepared to receive shipment, Mbrico reserves the right to assess storage fees based on duration of delay and order size.

3. Shipment and Delivery.

Unless otherwise agreed in writing, delivery shall be FOB Company’s manufacturing facility. Title and risk of loss pass to Customer at that point. Delivery dates are estimates only and are not guaranteed. Company shall not be liable for delays due to events beyond its reasonable control including labor shortages, material shortages, transportation delays, acts of God, governmental actions, or other force majeure events.

4. Returns.

Products may not be returned without prior written authorization from Company. Approved returns are subject to restocking fees, freight charges, and repackaging costs.

5. Warranty; Disclaimer.

Products are subject to Company’s standard tolerances and specifications. Warranty coverage is governed exclusively by the written Mbrico Limited Lifetime Warranty available at mbricotiledecks.com. Customer’s sole remedy for breach of warranty shall be as set forth therein. EXCEPT AS EXPRESSLY PROVIDED IN THE WRITTEN WARRANTY, COMPANY MAKES NO OTHER WARRANTIES,

EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

6. Limitation of Liability.

COMPANY'S LIABILITY SHALL NOT EXCEED THE PURCHASE PRICE OF THE PRODUCT GIVING RISE TO THE CLAIM. IN NO EVENT SHALL COMPANY BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING LOST PROFITS OR BUSINESS INTERRUPTION.

7. Permitted Variations.

Company reserves the right to make product modifications or substitutions that do not materially affect performance or compliance with applicable standards.

8. Product Safety and Information.

Customer agrees to comply with all applicable OSHA and safety regulations. Products must be installed and used in accordance with Company's published installation instructions and applicable building codes.

9. Limitation of Actions.

No action or claim may be brought against Company more than one (1) year after the cause of action accrues.

10. Nature of Relationship.

The relationship between Company and Customer is solely that of seller and buyer. No agency, franchise, dealership, or distributorship relationship is created absent a separate written agreement.

11. Termination.

Company may terminate any order upon written notice if Customer becomes insolvent, files for bankruptcy, fails to provide requested financial assurances, or otherwise breaches these Terms.

12. General.

Failure of Company to enforce any provision shall not constitute a waiver. Company may assign these Terms without restriction.

13. Governing Law; Jurisdiction.

These Terms and Conditions shall be governed by the laws of the State of Iowa. Any dispute shall be resolved exclusively in the state or federal courts located in Scott County, Iowa, unless Company elects otherwise.