

IDI STANDARD TERMS AND CONDITIONS FOR SUPPLIES AND SERVICES

1. Acceptance. Every purchase order, whether written, verbal, or electronically communicated to you the supplier (Vendor) is subject to all terms and conditions of this Agreement. Any waiver, alteration or modification of the terms and conditions of an individual purchase order is not binding upon Insulation Distributors Inc. and/or one or more of its affiliates or subsidiaries ("IDI"). An individual purchase order ("PO") constitutes an offer on the part of IDI to purchase the requested products or services (the "Products" and/or "Services") at the price agreed to by the parties and subject to the conditions and terms stated herein. Vendor's delivery of the items identified in a PO shall constitute Vendor's acceptance of all of the conditions, terms and prices stated herein. IDI is not bound by any printed or other material on the Vendor's acknowledgement forms, invoices or other documentation which attempt to impose conditions and terms in conflict with this Agreement or any PO.

2. Price. Unless otherwise agreed, all stated prices shall include all charges and expenses of Vendor including, but not limited to, all applicable taxes and duties of any governmental organization. Vendor agrees to accept in lieu of any tax that may be included in a PO, a tax exemption certificate or other evidence acceptable to the Federal, state, provincial or local government and to reduce the price of the PO items accordingly. IDI will pay all approved invoices for all accepted products within sixty (60) days of the invoice date.

3. Packing, Labeling, and Shipping. No charges will be allowed for packing, crating or cartage unless specifically agreed to by the parties. Itemized packing sheets must accompany each shipment or delivery. Vendor shall package the Products in such a manner as to be safe from damage and deterioration while in transit and storage under foreseeable circumstances. Vendor shall also ensure packaged Products and packaging materials/manner pose no safety hazard to persons handling Products while Products are in transit and when received at IDI's facility. It is Vendor's responsibility to ensure that all shipments of dangerous Products and hazardous materials are compliant with the requirements of 49CFR and any other applicable state or federal regulation.

4. Delivery. All Products shall be delivered CIT to IDI free of liens and encumbrances. (a) Time is of the essence. If delivery is not made on or before a specified date of delivery, IDI reserves the right, without liability, to return the Products at the Vendor's expense. (b) Additional Requirements for Commercial Invoices. Vendor shall furnish IDI with a written commercial invoice containing, at a minimum, the following information: (i) reference to a PO; (ii) Vendor's name and address; (iii) IDI's name and address; (iv) country of export; (v) detailed description of Products in English, including the product name/code; (vi) accurate quantities and weights of Products shipped; (vii) actual purchase price, including all elements of the amount paid or payable by IDI; (viii) the currency in which the sale was made; (ix) all charges, costs and expenses associated with Products, including freight, insurance, commission, containerization and packing, unless the cost of packing, containerization and inland freight are already included in the invoice price; (x) all rebates or discounts; (xi) the country of origin (manufacture) of the Products; (xii) the Harmonized Tariff Schedule number of the Products (if known), (xiii) the agreed upon terms of sale as noted in a PO, and (xiv) all Products or Services furnished for the production of the merchandise (e.g., "assists") not included in the invoice price for the first shipment of Products destined for the customs territory of the United States (or other applicable jurisdiction) incorporating the Products or Services.

5. Inspection. All Products shall be subject to inspection, testing and approval by IDI before or after acceptance at IDI's premises or any other location selected by IDI. Products rejected as damaged, defective or otherwise not conforming in any way to a Purchase Order (including these terms and conditions) may be held or returned by IDI to Vendor at Vendor's risk and expense, including transportation and handling costs, and in any event, IDI shall be entitled to a full refund. Vendor shall promptly reimburse IDI for any and all costs incurred by IDI to inspect or test such nonconforming Products or otherwise incurred by IDI as a result of such nonconforming Products. IDI's acceptance, inspection, testing, approval and/or use of, or payment for, any Products shall not constitute a waiver of any rights or remedies (including rights or remedies with respect to any non-conformities later discovered) and shall not relieve Vendor from any liabilities or obligations under its warranties or otherwise.

6. Warranty. Vendor (in addition to all warranties implied by law, none of which may be negated, restricted, limited, excluded or modified by the Vendor) warrants that all Products and Services shipped or provided to IDI, and its customers will be in strict accordance with all of IDI's specifications and descriptions and will be of good material and workmanship and free from any and all defects whatsoever. The Vendor further warrants that all products and services including any designs, labels, packaging, photos, images or descriptions, do not infringe any actual or alleged patent, trade name, service mark, copyright or trade secret and that the products, services as well as the prices charged comply with all applicable federal, state and local laws, rules and regulations. Approval by IDI of Vendor's designs, materials or packaging shall not relieve Vendor from any obligations under these warranties. The Vendor further warrants that each of the products and services shipped or provided to IDI, and its customers will be fit for sale, properly registered with the appropriate government agencies, and free from any restrictions. Vendor further agrees that if Vendor's Products or Services become subject to restriction, Vendor will: 1) take all necessary steps to ensure that IDI's purchasing database timely and adequately reflects the restriction; and 2) place order restrictions into IDI's purchasing database to ensure that no restricted product is ordered or shipped in violation of the restriction.

7. Compliance. Vendor covenants and agrees to observe and comply, in the performance of a PO, with all applicable federal, state, provincial and local laws including but not limited to all country of origin marking requirements established by U.S. Customs and Border Patrol or other applicable authority, laws and regulations governing the importation of Products into the customs territory of the United States or other applicable jurisdiction and any other laws specific to the good provided hereunder. Vendor agrees to indemnify and save harmless IDI for and from any and all liabilities, expense, costs and damages which IDI may be put to or incur or suffer as a result of Vendor's failure or omission so to do. To the extent required by law and without limiting the paragraph below, the Vendor hereby agrees to comply with all requirements of Executive Order 11246 and any applicable regulations contained in 41 C.F.R. Chapter 60, as amended. Vendor expressly acknowledges and agrees that certain laws of the United States, including, but not limited to, the United States Foreign Corrupt Practices Act of 1977, 15 U.S.C. 578dd 1, et. seq., as amended (the "Foreign Corrupt Practices Act"), impose penalties on persons, firms and entities that participate directly or indirectly in making payments to any foreign government official, foreign political party or candidate, or foreign political office. Vendor a) acknowledges that it understands the provisions of the Foreign Corrupt Practices Act and agrees to abide thereby, b) represents, warrants and covenants that, in the performance of its obligations under this Agreement, Vendor shall not offer or promise to make any payment in currency or property, except as otherwise permitted under the Foreign Corrupt Practices Act, to any such government official, political party, political candidate or political office or any third person, firm or entity that in turn will make a payment to any such government official, political party, political candidate or political office. Any such offer or promise to make payment, or the making of any actual payment, as permitted under the Foreign Corrupt Practices Act, shall be disclosed to IDI immediately upon the making of such payment, offer or promise. Vendor shall abide by the requirements of 41 C.F.R. SS 60-1.4(a), 60-300.5(a) and 60-741.5(a) which prohibits discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

8. Indemnity. Vendor agrees to defend, protect, indemnify and hold harmless IDI, its officers, directors, shareholders, employees, customers, successors and assigns from and against any and all losses, liabilities, damages, penalties, expenses and other costs (including attorneys' fees) on account of any and all claims, suits, judgments and costs of any kind or nature arising out of any or alleged: (i) bodily injury or death to any person; (ii) loss, damage or destruction of property; (iii) defects in the Products or Services; (iv) claims that a Product or the sale of that Product violated any local, state or federal law or regulation; (v) breach by the Vendor of this Agreement; (vi) negligence, willful misconduct or strict liability of Vendor; and/or (vii) claims for infringement of any third party patent, trademark, trade name, service mark, trade secret or copyright. (Collectively referred to as Claims). In the event of a Claim, IDI agrees to give Vendor prompt written notice. Vendor agrees to assume the defense of all Claims and will pay all attorneys' fees, costs, expenses, judgments and settlements. Vendor shall use counsel satisfactory to IDI in the defense of Claims.

9. Insurance. Vendor shall at its expense purchase and maintain in effect at all times Commercial General Liability Insurance including insurance for product liability and all other insurance in as applicable to accidents or occurrences resulting in whole or in part from the provision of, use, storage or condition of the Vendor's products or services, either by means of (i) naming IDI as additional insureds; or (ii) obtaining an Additional Insured-Vendors endorsement to be afforded on ISO Form CG 2015 04 13, or its equivalent, and IDI shall be named as additional insured on the endorsement. Any such insurance required to be provided hereunder shall be primary insurance and non-contributory for IDI. Any similar insurance maintained by IDI shall be excess and non-contributory with the insurance required to be provided by the Vendor as set forth above. The insurance required to be provided by the Vendor above must be evidenced by a certificate of insurance written by an admitted United States carrier with an A.M. Best Rating of A- or better and a financial size rating of Class VIII or higher. The insurance coverage required above must have minimum limits of \$1 million dollars per occurrence and \$1 million Products and Completed Operations. The policy must be issued on an occurrence basis and have thirty (30) days written notice to IDI in the event of cancellation or material change in coverage.

10. Non-Assignment. No PO shall be assigned by Vendor. Without the prior written consent of IDI, any assignment of a PO, any interest therein or any payment due or to become due thereunder, shall be void, except that IDI may assign a PO, in whole or in part.

11. Termination. IDI may terminate all or any part of a PO at any time or times without cause upon thirty (30) days' written notice to Vendor without incurring any liability. IDI may terminate all or any part of a PO immediately without incurring any liability upon the occurrence of any of the following causes: (a) A material breach of any term of a PO by Vendor, including, but without limitation, untimely shipments or shipments of Products which do not conform to this Agreement, a PO or specifications. (b) Assignment or attempted assignment of a PO in whole or in part by Vendor without IDI's written consent. (c) Any material adverse change in the financial condition of Vendor which IDI in good faith believes to impair the likelihood that IDI will receive timely and full performance of the agreement. If, after notice of termination of a PO for cause, it is determined for any reason that Vendor was not in default, or that the default was

excusable, the rights, obligations and liabilities of the parties shall be the same as if the notice of termination had been issued pursuant to the first paragraph of these termination provisions, and Vendor shall have no other claims against IDI for wrongful termination.

12. Force Majeure. Performance under a PO may be excused in case of labor difficulties, government orders, war, prolonged shortage of energy supplies, national emergencies, pandemics, epidemics, flood, fire, hurricane, tornado, typhoon, earthquake, lightning, explosion and terrorist activities or other conditions or circumstances beyond either party's reasonable control.

13. Law and Venue. The terms and conditions of this Agreement shall be construed and enforced in accordance with the laws of the State of Minnesota. Any dispute arising out of this Agreement shall be venued exclusively in Carver County, Minnesota.

14. Limitation of Liability. IDI's liability is strictly limited to payment of the agreed price (and associated taxes, where applicable). IN NO EVENT WILL IDI BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES ARISING DIRECTLY OR INDIRECTLY OUT OF A PO, EVEN IF IDI IS INFORMED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER CLAIMED UNDER A PO, IN TORT OR ON ANY OTHER LEGAL THEORY.

15. No amendment, modification or waiver of any condition, provision or term of this Agreement shall be valid or of any effect unless made in writing, signed by all parties to be bound and specifying with particularity the nature and extent of such amendment, modification or waiver. Any waiver by any party of any default shall not affect or impair any right arising from any subsequent default. Nothing herein shall limit a parties remedies and rights pursuant to this Agreement.

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