

GENERAL TERMS AND CONDITIONS OF SALE

1. PREAMBLE

These General Terms and Conditions of Sale govern the contractual relationship between VERMONT SLATE COMPANY LLC., 900 Old Roswell Lakes Parkway, Suite 310, Gwinnett, Roswell, GA 30076, referred to herein as **"the Supplier,"** and any purchaser, professional or non-professional, referred to as **"the Purchaser,"** wishing to purchase the Products offered for sale by the Supplier.

2. ORDER

These General Terms and Conditions of Sale are available to the Purchaser on the website www.vermontslateco.com.

By signing any order issued by the Supplier, the Purchaser fully and unconditionally accepts these General Terms and Conditions of Sale, which shall prevail over any terms and conditions of purchase. No special conditions shall apply unless expressly agreed in writing by the Supplier.

An order becomes final upon the Purchaser's written acceptance of the Supplier's Order Confirmation, the issuance of a Purchase Order referencing the Supplier's quotation, or the payment of any required deposit. Once finalized, orders may not be cancelled, modified, or suspended by Purchaser without Supplier's prior written consent, which may be withheld in Supplier's sole discretion. Any amount paid in advance by the Purchaser shall be deemed a partial payment of the purchase price and not a guarantee or deposit.

The Supplier may require a deposit as a condition for accepting or processing any order. The Supplier further reserves the right to refuse, suspend, or cancel any order from a Purchaser with outstanding past-due balances or unresolved payment disputes.

3. PRICES AND TERMS OF PAYMENT

The sales prices are those specified in the Supplier's offers, price lists, or as mutually agreed upon between the Supplier and the Purchaser. These prices do not include transportation costs, customs duties, or insurance, all of which are the responsibility of the Purchaser.

The Purchaser is also responsible for the payment of all applicable taxes, including but not limited to sales and use tax, inventory tax, duties, fees, or any other taxes imposed by governmental authorities in connection with the sale of the Products.

Unless otherwise agreed in writing, payment is required prior to shipment. For project-based or non-stock orders, a deposit of fifty percent (50%) of the total amount is due at the time of order placement, with the remaining balance payable before shipment. All deposits are non-refundable once production, procurement, or allocation of Products has commenced.

In the event of delayed payment, interest will be charged on the overdue amount. Interest will begin accruing the day after the due date specified on the invoice and will continue to accrue until the outstanding balance is fully paid. The interest rate applied will be 1.5% per month. Purchaser shall be responsible for all reasonable costs of collection, including attorneys' fees, court costs, and collection agency fees.

4- RISK OF LOSS AND INSURANCE COVERAGE

All shipments of Products hereunder shall be FOB Supplier's or Supplier's plant. The risk of any damage, loss or shortage to said Products shall pass to the Purchaser upon delivery of said Products by the Supplier to the common carrier, regardless of whether the Supplier is responsible for costs of shipment.

Unless expressly agreed in writing prior to order acceptance, the Supplier shall provide Products under its standard insurance framework only and is under no obligation to insure Products upon their delivery to a common carrier. Any project-specific insurance requirements, including but not limited to additional insured status, special certificates of insurance, stored materials coverage, or off-site storage arrangements, must be identified and agreed upon in writing prior to the acceptance of the order.

Insurance or risk allocation requirements introduced after order acceptance or during project execution shall not apply unless expressly agreed to in writing by the Supplier.

For the avoidance of doubt, storage of materials at third-party facilities does not constitute transfer of risk, ownership, or additional insurance responsibility to VSC beyond its standard coverage.

5- DELIVERY AND QUALITY

Title and risk of loss transfer to the Purchaser when the Products are made available for pickup or shipment.

The delivery time provided is for guidance only and is not guaranteed. Any delays exceeding the indicated time frame will not entitle the Purchaser to withhold payment or claim compensation. The delivery time may also be automatically extended in the event of any circumstance beyond the Supplier's control that results in a delay.

As a reseller and not a manufacturer, the Supplier reserves the right to change its vendors, suppliers, and third-party contractors without prior notice to the Purchaser.

Normal breakage during shipping and handling ranges from 1% to 3%. Upon receipt of the Products, the Purchaser must immediately inspect them to ensure they conform to the order and are free from visible defects. Any claim for visible damage, shortage, or nonconformity must be made in writing within twenty-four (24) hours of delivery, or such claim shall be deemed waived, and the Products may no longer be returned or exchanged.

Slate may vary in colour, veining, and texture, and such variations shall not be considered defects. As natural slate is hand-split, no two pieces will be identical. The Purchaser acknowledges and accepts that some variation in the appearance of the Products is normal when placing the order.

Exposure to outdoor weather conditions may occasionally cause changes in the natural characteristics of slate.

All Products must be installed by a qualified professional who will adhere to current standards for slate usage. Installation is the responsibility of the Purchaser, and any issues arising from improper installation will not be the Supplier's responsibility.

All Products come with a description sheet, available to the Purchaser, outlining the technical specifications and recommendations for use.

The Supplier does not provide engineering, design, or installation services. Structural calculations, wind-load analysis, code compliance, and any project-specific design requirements remain the sole responsibility of the Purchaser and their design professionals.

6- RETURNS AND RETURN GOODS AUTHORIZATION (RGA)

No Products may be returned without the Supplier's prior written authorization. All returns are subject to the Supplier's Return Goods Authorization (RGA) Policy in effect at the time of the request.

The issuance of an RGA does not guarantee acceptance of the return or the issuance of a credit. All returned Products are subject to inspection and approval by the Supplier. Special-order, custom, non-stock, or project-specific Products are non-returnable unless otherwise expressly agreed in writing.

Freight costs, risk of loss during return shipment, restocking fees, and applicable conditions shall be governed by the RGA Policy and the instructions provided with the issued RGA.

7- LIABILITY

Any claim for damages is expressly excluded when the damage was not caused by the Supplier through gross negligence or willful misconduct. The Supplier's contractual liability is limited to the value of the sale of the Products.

Under no circumstances shall the Supplier be liable for any loss of earnings, loss of revenue, costs related to inactivity or, in general, any losses that the Purchaser may suffer as a result of a delay in delivery or due to Product defects.

The Supplier shall not be liable for delays or failure to perform hereunder due to actual or threatened labor trouble, riot, civil commotion, war, fire, epidemic, act of God, or compliance with any order, rule or regulation of any governmental body or agency, transportation delays, shortage or failure of supply of power, fuel,

raw materials or equipment or any other cause beyond Supplier's reasonable control.

The Purchaser agrees that any civil action against the Supplier arising out of the contract for sale of Products hereunder shall be brought or commenced within one (1) year of the date the cause of action occurred; otherwise it shall be barred.

8- HEALTH AND SAFETY RECOMMENDATIONS

The Purchaser shall be solely responsible, expressly exonerating the Supplier, for damages resulting from inappropriate use, installation, storage, presentation, processing, or any handling of the product. In this regard, the Supplier has provided the Purchaser with all necessary documentation and instructions for the safe use of the product.

The Purchaser shall comply at all times with all applicable legislation related to the handling, storage, manufacturing, and provision of the products sold by the Supplier.

The Purchaser must conduct regular risk assessments in accordance with the legislation and take the necessary measures to control the risks.

The Purchaser acknowledges being fully aware of diseases such as silicosis and other respiratory conditions that may result from the manufacturing and processing of certain products, particularly through dry cutting and the emission of dust particles.

The Supplier's products are completely safe if used in accordance with the good practice guide and safety sheets available at the point of sale or upon request via email at: info@vermontslateco.com

As an indicative and non-exhaustive list, the main preventive measures include (i) eliminating or reducing dust by using machines equipped with abundant water supply systems, (ii) preventing or reducing the presence of dust in the environment by using extraction systems located at dust-emitting points, (iii) avoiding sweeping, and instead cleaning equipment and workplaces with wet cleaning measures or industrial vacuuming, (iv) regularly monitoring exposure to respirable crystalline silica particles, (v) using personal protective equipment against dust such as P3 or FFP3 types, (vi) establishing a specific health monitoring system.

If the Purchaser resells the products, they are obliged to pass on all health and safety information in the same terms as outlined above.

9- PROTECTION OF PERSONAL DATA

The information collected is stored in a computerized file by VERMONT SLATE COMPANY LLC, for customer management purposes. In accordance with applicable U.S. federal and state data protection laws, you may exercise your right to access and rectify your personal data by contacting: info@vermontslateco.com.

10- INDUSTRIAL PROPERTY

The Supplier retains all industrial and intellectual property rights relating to the Products, photos, and technical documentation, which may not be disclosed or used without its written authorization.

11- ETHICS AND ANTI-CORRUPTION AND SUSTAINABILITY

The Supplier undertakes to conduct its business activities with the highest standards of honesty and integrity and in compliance with all legal and regulatory requirements. All policies that make up the Supplier's Compliance Program are available at www.cupagroup.com.

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The Purchaser hereby acknowledges and agrees to comply with the abovementioned Compliance Program. Furthermore, the Purchaser will avoid any practice or conduct which could constitute a violation of any applicable laws, regulations or codes.

The Supplier maintains a firm commitment to regulatory compliance and good practices and adopts a zero-tolerance stance towards corruption and bribery. The Supplier's Sustainability Policy and Code are also available on the website www.cupagroup.com. By signing this agreement, the Purchaser agrees to commit to Supplier's Sustainability Policy and Code and to report any irregular

conduct or behavior through the whistleblower channel established by Supplier for this purpose.

12- APPLICABLE LAW AND JURISDICTION

Any claims, disputes or controversies arising between the Parties hereunder shall be governed by and construed in accordance with the laws of the State of Georgia, without regard to conflicts of laws that would require the application of the laws of another jurisdiction. Exclusive venue shall lie in the state or federal courts located in Georgia.

13 - WARRANTIES; DISCLAIMER

Each Product sold by Supplier may be subject to its own separate, product-specific warranty terms. Any such product-specific warranties are independent of and separate from these General Terms and Conditions of Sale and shall apply only as expressly stated in the applicable warranty documentation made available to Purchaser.

Supplier does not modify, expand, or guarantee any such product-specific warranties and makes no representation that any Product is covered by a warranty unless expressly stated in writing.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SUPPLIER MAKES NO WARRANTIES OF ANY KIND WITH RESPECT TO THE PRODUCTS SOLD, WHETHER EXPRESS OR IMPLIED. SUPPLIER EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR WARRANTIES ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE.

Any statements, technical information, recommendations, or assistance provided by Supplier are offered for general informational purposes only and shall not be deemed to create any warranty or representation.

Purchaser acknowledges that slate is a natural material and that variations in color, texture, veining, thickness, and appearance are inherent characteristics of the Product and shall not constitute defects or give rise to any warranty claim. Exposure to environmental conditions may result in changes to the natural characteristics of the Product over time.

Unless specifically described in the applicable Product's warranty, Supplier does not provide and expressly disclaims any warranty related to design, engineering, installation, workmanship, roof performance, code compliance, structural suitability, or long-term performance of the Products. All installation, design, and application decisions remain the sole responsibility of the Purchaser and its contractors or design professionals.

To the extent any product-specific warranty applies, Purchaser's sole and exclusive remedies shall be limited to those expressly provided in such product-specific warranty. In no event shall Supplier be responsible for labor costs, removal or reinstallation costs, project delays, or any incidental, consequential, or special damages.