

# Terms of Sale for Amrize Building Envelope

These are the Terms and Conditions of Sale (“Terms”) for Amrize Building Envelope LLC and Amrize Building Envelope Canada, a Division of Amrize Canada Inc. (collectively, “Amrize”) that govern all sales of product materials (“Products”) and services (“Services”) to you (“Purchaser”) by Amrize.

1. Acceptance. Amrize’s offer to sell Products or Services, regardless of whether Purchaser purchases the Products through the medium of verbal orders, written purchase orders, or electronic orders (collectively, "Purchase Orders"), is expressly conditioned on Purchaser’s acceptance of these Terms. Commencement of any work by Amrize or Purchaser’s acceptance of delivery of the Products or Services will manifest Purchaser's assent to these Terms.

2. Other Applicable Terms and Conditions. These Terms and any written quotation, acknowledgment or invoice issued by Amrize, along with all applicable Product Documentation (as defined below) and all Amrize policies (including Amrize’s U.S. Operations Policy Manual) and documents incorporated by specific reference herein or therein (collectively, the “Amrize Documents”), constitute the complete terms governing the sale of Products and Services (collectively, the “Agreement”). “Product Documentation” means the Technical Data Sheet, Product Data Sheet and Product Label associated with each Product. Additional or different terms applicable to a particular sale may be specified in the body of a Amrize Document or agreed to in writing by the parties (“Separate Document”). In the event of a conflict, the following order of precedence will apply: (a) terms agreed to in writing and executed by an authorized representative of Amrize in a Separate Agreement; (b) Product Documentation (as it applies to the specific Product referenced therein), (c) Amrize Document terms; (d) these Terms. Amrize HEREBY REJECTS ANY ADDITIONAL OR DIFFERENT TERMS OR CONDITIONS PROPOSED BY PURCHASER, WHETHER OR NOT CONTAINED IN ANY OF PURCHASER’S BUSINESS FORMS, PURCHASER’S PURCHASE ORDERS, OR ON PURCHASER’S WEBSITE, AND SUCH ADDITIONAL OR DIFFERENT TERMS WILL BE OF NO EFFECT. No site usage agreement or click-through agreement on a website will have any binding effect whether or not Amrize clicks on an “ok,” “I accept,” or similar acknowledgment.

3. Quotations. Unless otherwise agreed to in writing by Amrize, quotations are only valid in writing and for 30 days from the date of the quotation. All quotations are subject to change or withdrawal without prior notice to Purchaser. Quotations are made subject to the approval of Purchaser’s credit. Amrize may refuse Purchase Orders and has no

obligation to supply Products or Services until the shipment of Products or commencement of Services.

#### 4. Prices and Payment Terms.

a. *Prices.* Amrize reserves the right to change prices without notice, and to correct pricing errors that may inadvertently occur. All orders are accepted subject to Amrize's price in effect at the time of shipment. Prices do not include any sales, use, value-added or other taxes, import duties, license fees, credit card processing fees, or like charges ("Fees") related to the sale, importation, or use of Products or Services, and Purchaser is responsible for those Fees. If Amrize is subsequently required to pay any Fees, Purchaser shall fully defend and indemnify Amrize therefore.

b. *Payment Terms.* Unless otherwise expressly in a Amrize Document or in a Separate Document executed by an authorized representative of Amrize , payments are net thirty (30) days after the date of Amrize 's invoice. Invoices must be paid in full, and any claims for disputed amounts must be filed by the Purchaser as set forth below in Subsection d of this Section 4. Amrize may refuse orders and has no obligation to supply Products or Services until full payment is received. If a cash discount is applicable, payment in full must be received by Amrize on or before the invoice due date for the cash discount to be honored. Late payments will result in a chargeback to the Purchaser's account.

c. *Overdue Invoices.* Failure to pay invoices at maturity date makes all subsequent invoices immediately due and payable, irrespective of terms, and Amrize may terminate work and/or withhold all subsequent deliveries until the full account is settled. Overdue invoices will incur interest at the rate of 1.5% per month, or at the maximum rate allowable by governing law, and any applicable cash discount will be voided. Any returned checks will incur a service charge of \$50.00.

d. *Invoice Discrepancy and Non-Conforming Shipments/Carrier Claims.* Purchaser's inspection rights herein will not affect the payment terms. Notice of billing disputes or product damage/errors must be provided to the Purchaser's applicable Amrize sales representative (if not applicable, to a Amrize customer service representative) in writing based on the following guidelines:

i. Invoice Discrepancies (Price, Freight, Taxes, Etc.): Within 15 days from the date of the applicable Amrize invoice, including a copy of such invoice with a description of the alleged errors, inaccuracies or mistakes.

ii. Non-Conforming Shipments; Carrier Claims: Within 48 hours after delivery of the Product (See Section 9 below for detailed instructions).

iii. Customer Requested Returns: Within 30 days from the date of the applicable Amrize invoice (See Section 11 below for detailed instructions).

Failure to notify within the above time frames will constitute acceptance of Products and waiver of all claims against Amrize related thereto, and any consideration of a claim will be at Amrize 's sole discretion. Purchaser shall not withhold payment of any amounts due and payable by reason of any set-off of any claim or dispute with Amrize , whether relating to Amrize 's breach, bankruptcy, or otherwise. Amrize will issue credits, if any, after Amrize 's reviews and determines in its sole discretion that such dispute is valid. If Purchaser fails to make any payment as required, Purchaser agrees to indemnify Amrize for all associated costs incurred by Amrize , including reasonable attorney fees and court costs.

e. *Disputed Payments*: Any on-account payments shall not extinguish any unpaid portion of the subject invoices, despite any notation on or accompanying payment such as “in full payment,” “in full satisfaction,” or words to a similar effect. Notwithstanding anything in Section 37 to the contrary, Purchaser shall submit notices regarding a dispute involving payment and/or debt, to the following address:

Amrize Building Envelope – PAYMENT DISPUTES  
26 Century Blvd., Suite 205  
Nashville, TN 37214 ATTN: Credit Department

DEBT AND/OR PAYMENT NOTICES SENT TO AN ADDRESS AND RECIPIENT OTHER THAN THE DESIGNATED DEBT DISPUTE OFFICE ARE NULL AND VOID. FURTHERMORE, ANY ON-ACCOUNT PAYMENTS SHALL NOT EXTINGUISH ANY UNPAID PORTION OF THE SUBJECT INVOICES, DESPITE ANY NOTATION ON OR ACCOMPANYING PAYMENT SUCH AS “IN FULL PAYMENT,” “IN FULL SATISFACTION,” OR WORDS TO A SIMILAR EFFECT

5. Credit Approval. All shipments are subject to approval by Amrize 's credit department. Amrize may invoice Purchaser and recover for each shipment as a separate transaction. Amrize reserves the right at any time to suspend credit or to change credit terms provided herein, when in its sole opinion the financial condition of Purchaser so warrants. In such case, in addition to any other remedies herein or by law, Amrize may require that Purchaser provide cash payment or satisfactory security before shipment, or the due date of payment by Purchaser under any contract or purchase order with Amrize may be accelerated by Amrize , and Amrize may elect to terminate any or all of Purchaser's purchase orders.

6. Purchase Money Security Interest. As collateral security for the payment of the purchase price of the Products, Purchaser hereby grants to Amrize a lien on and security interest in and to all of the right, title, and interest of Purchaser in, to, and under the Products, wherever located, and whether now existing or hereafter arising or acquired from

time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing. The security interest granted under this provision constitutes a purchase money security interest under the Tennessee Uniform Commercial Code. Purchaser agrees to execute any ancillary documents requested by Amrize to effectuate any such security interests.

7. Cancellation or Modification. Amrize may cancel any purchase order, in whole or in part, or release thereunder or terminate any agreement relating to the purchase of Amrize's Products or Services upon notice to Purchaser. Once Amrize has accepted a purchase order or begun taking actions with respect to a purchase order, Purchaser cannot cancel or modify that purchase order except with Amrize's written consent. In such event, Purchaser will be liable for cancellation or modification charges and all costs incurred and committed for the order or in connection with the cancellation or modification, as applicable, together with a reasonable allowance for prorated expenses and anticipated profits.

8. Shipment; Delivery.

a. Unless otherwise specified by Amrize, all prices are FOB Amrize's manufacturing facility. The Products will be delivered to the Amrize manufacturing facility or Purchaser's designated location listed on the purchase order (the "Delivery Point") within a reasonable time after Amrize's acceptance of the purchase order, subject to the availability of finished Products. Amrize shall not be liable for any delays, loss, or damage in transit.

b. Unless otherwise agreed in writing by the parties, Amrize shall deliver the Products to the Delivery Point using Amrize's standard methods for packaging and shipping such Products. Purchaser shall be responsible for all applicable loading and unloading costs and provide equipment and labor reasonably suited for receipt of the Products at the Delivery Point. For Products to be picked up at a Amrize facility, Purchaser shall take delivery of the Products within three (3) days of Amrize's written notice that the Products have been delivered to the Delivery Point, and Purchaser's failure to take delivery of Products within such 3-day period may result in the cancellation of Purchaser's order and the incurrence of Amrize's applicable cancellation fees.

c. Amrize may, in its sole discretion, without liability or penalty, make partial shipments of Products to Purchaser. Each shipment will constitute a separate sale, and Purchaser shall pay for the units shipped whether such shipment is in whole or partial fulfillment of Purchaser's purchase order.

d. If for any reason Purchaser fails to accept delivery of any of the Products on the date fixed pursuant to Amrize's notice that the Products have been delivered at the Delivery

Point, or if Amrize is unable to deliver the Products at the Delivery Point on such date because Purchaser has not provided appropriate instructions, documents, licenses or authorizations: (i) risk of loss to the Products shall pass to Purchaser; (ii) the Products shall be deemed to have been delivered; (iii) Amrize, at its option, may store the Products until Purchaser picks them up, whereupon Purchaser shall be liable for all related costs and expenses (including, without limitation, storage, and insurance); and (iv) Purchaser shall be subject to a \$500 per order charge for each order that Purchaser fails to pick up after thirty (30) days.

e. The quantity of any installment of Products as recorded by Amrize on dispatch from Amrize's place of business is conclusive evidence of the quantity received by Purchaser on delivery unless Purchaser can provide conclusive evidence proving the contrary. Amrize shall not be liable for any non-delivery of Products (even if caused by Amrize's negligence) unless Purchaser gives written notice to Amrize of the non-delivery within two (2) days of the date when the Products would, in the ordinary course of events, have been received. Any liability of Amrize for non-delivery of the Products shall be limited to replacing the Products within a reasonable time or adjusting the invoice respecting such Products to reflect the actual quantity delivered.

9. Inspection / Non-Conforming Shipments; Carrier Claims. Purchaser may inspect Products for a period of 48 hours after delivery ("Inspection Period"). Purchaser must notify Amrize in writing of any Products that do not conform to the specifications applicable to their sale within the Inspection Period and afford Amrize a reasonable opportunity to inspect such Products and cure any nonconformity. If Purchaser fails to provide Amrize such written notice within the Inspection Period, Purchaser will be deemed to have accepted the Products. Notwithstanding the foregoing, for any defects visible at the time of delivery (including, without limitation, damaged packaging, broken crates, incorrect quantities, etc.), Purchaser must note such defect on the Bill of Delivery concurrently with its receipt of such delivery, and if Purchaser does not update the Bill of Delivery accordingly, Purchaser waives all claims arising from or related to such visible defects. Any variation in quantities or weight shipped over or under those ordered (not to exceed 10%) will constitute compliance with Purchaser's order, and the stated price per item will continue to apply. If Purchaser is responsible for shipping costs, Purchaser shall be responsible for making a claim against carriers for any loss and for any damage, visible or concealed, to Products. Any such loss or damage shall not relieve Purchaser of any obligations hereunder. Furthermore, Purchaser must notify Amrize within the Inspection Period of any damage or shortage, and afford Amrize a reasonable opportunity to inspect the Products.

10. Title and Risk of Loss. Unless otherwise agreed to by Amrize, title to the Products passes to Purchaser when Amrize has received full and indefeasible payment for such Products. Amrize is not responsible for damage or loss in transit. All risk of loss to the Products passes to Purchaser as the Products are loaded onto the carrier. Purchaser must obtain adequate insurance to cover the Products from the time risk of loss has passed from Amrize .

11. Returns. Purchaser may not return any Product without Amrize's prior written authorization. All return requests must be received within thirty (30) days of Amrize's invoice date for the applicable Products and returned products must be in sellable condition and have a minimum shelf life of at least sixty (60) days. A restocking charge of up to 20% may be assessed for any returned Products. Purchaser will be responsible for all costs associated with returns of Products and will bear the risk of loss unless Amrize agrees otherwise in writing or determines that the Products do not conform to the applicable terms of sale. Credit for returned products is subject to Amrize's inspection and acceptance. Products that do not meet the criteria for resalable condition may not be eligible for credit. If returned products fail inspection and are rejected by Amrize, Purchaser can have the rejected products returned to them at their sole cost and expense, but they will be responsible for freight costs. If Purchaser fails to arrange for the return of rejected products within 15 business days of notice of rejection, Amrize has the discretion to dispose of the rejected products, and Purchaser will be required to reimburse Amrize for any disposal costs incurred.

12. Technical Advice. Purchaser should rely on the technical advice of its engineers or design professionals, and Amrize assumes no liability for any technical advice given or results obtained therefrom, all such advice being given and accepted at Purchaser's risk.

13. Product Changes. Amrize reserves the right to change specifications and/or designs without incurring any additional obligations to Purchaser. Amrize shall revise the purchase price to cover any cost arising from changes requested by Purchaser.

14. Limited Warranty. Subject to Amrize receiving payment in full for the applicable Products, Amrize warrants that it will convey the Products free and clear of all liens, security interests and encumbrances created by, through or under Amrize. Amrize further warrants, subject to Sections 15 and 16, that for a period of 6 months from the date of delivery (the "Warranty Period"), under normal use and given proper installation and maintenance as determined by Amrize , the Products: (a) will conform to the physical properties in the Product's Technical Data Sheet (or Product Data Sheet) and Amrize's published written specifications, if any; and (b) will be free from substantial defects in material and workmanship. Product Documentation may set forth a different Warranty

Period for any given Product, and the Warranty Period specified on a Product's Product Documentation shall control. If any Product Documentation lists a Product "shelf life" or any similar designation, such period shall constitute the Warranty Period for such Product. EXCEPT AS SET FORTH ABOVE, Amrize IS NOT LIABLE FOR NORMAL MANUFACTURING DEFECTS OR FOR CUSTOMARY VARIATIONS FROM QUANTITIES OR SPECIFICATIONS. UNLESS EXPRESSLY STATED IN THE AGREEMENT, PRODUCT DOCUMENTATION, OR SEPARATE DOCUMENT, Amrize EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND (WHETHER ARISING BY IMPLICATION OR BY OPERATION OF LAW) WITH RESPECT TO THE PRODUCTS, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OR REPRESENTATIONS AS TO MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, NON-INFRINGEMENT, OR ANY OTHER MATTER. UNLESS OTHERWISE AGREED TO IN WRITING BY Amrize, THE WARRANTY PROVIDED HEREIN IS THE EXCLUSIVE WARRANTY PROVIDED BY Amrize. THIS SECTION SURVIVES THE TERMINATION OR CANCELLATION OF THE AGREEMENT.

15. Conditions of Applicability of Warranty. The warranty of any Product as set forth in Section 14 (the "Warranty") is of no effect if the deficiency is caused by accident, misuse, use with any equipment or tools other than any "approved equipment" or "approved tools" specified on any Product Documentation, if applicable, neglect, improper installment, unauthorized alteration or repair, improper testing, or noncompliance with any instructions, warnings, requirements or specifications included on any Product Documentation. Additionally, the Warranty does not apply to: (a) consumable components or ordinary wear items; (b) use of the Products with components or parts not specified or supplied by Amrize or contemplated under the Product Documentation; (b) improper storage or handling of the Product; (c) a deficiency of the Product resulting from damage occurring after delivery; (d) failure to report the deficiency of the Product to Amrize within thirty (30) days after delivery; (iv) a deficiency that should have been discovered by Purchaser in Purchaser's inspection and not reported to Amrize within fifteen (15) days after the Product's arrival at the destination; (v) a Product that is subjected to abuse, misuse, or neglect; (vi) a Product that has been damaged by or subjected to environmental conditions, overload conditions, or any other condition for which the Product was not designed; (vii) a Product that has been repaired or altered by a third party other than Amrize or Amrize's authorized representative; (viii) a deficiency caused, in whole or in part, by the application of corrosive or other materials that may impact the integrity of the Product. Furthermore, no agreement extending, expanding, or supplementing the Warranty will be binding on Amrize unless in writing and signed by an authorized representative of Amrize.

16. Warranty Claim Procedures; Limited Remedy. Amrize's sole liability and Purchaser's sole remedy will be (at Amrize's option), for Amrize to repair, replace or credit Purchaser's account for, any Product that fails to conform to the Warranty, provided that (i) during the Warranty Period Amrize is promptly notified in writing warranty@amrize.com upon discovery of such failure with a detailed explanation of any alleged deficiencies; (ii) Amrize is given a reasonable opportunity to investigate all claims; (iii) Amrize's examination of such Product confirms the alleged deficiencies; and (iv) that the deficiencies were not otherwise excluded by the conditions set forth in Section 15. . ANY SUCH REPAIR, REPLACEMENT, OR CREDIT IS THE ONLY REMEDY OF PURCHASER FOR ANY BREACH OF THE LIMITED WARRANTY PROVIDED BY Amrize IN SECTION 14.

17. Service Warranty. Amrize warrants that (a) it will perform Services in a timely, competent, and professional manner and in accordance with industry standards, and (b) the Services shall conform to any applicable specifications or statement of work.

18. Limitation of Liability and Remedies Generally. IN NO EVENT IS Amrize RESPONSIBLE TO PURCHASER FOR ANY INCIDENTAL, SPECIAL, INDIRECT, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, ALL DIRECT AND INDIRECT LOSS OF PROFITS, LOSS OF REVENUE OR LOSS OF USE, REGARDLESS OF WHETHER THOSE DAMAGES WERE FORESEEABLE AND EVEN IF Amrize IS INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. Amrize's TOTAL LIABILITY ARISING UNDER OR IN CONNECTION WITH THE AGREEMENT SHALL BE LIMITED TO THE PURCHASE PRICE OF PRODUCTS SOLD UNDER THE AGREEMENT OR THE CORRESPONDING PURCHASE ORDER GIVING RISE TO THE CLAIM. THE SOLE AND EXCLUSIVE REMEDY OF PURCHASER OR ANY OTHER PARTY AGAINST Amrize FOR ALL CLAIMS OF ANY KIND, WHETHER BASED UPON CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF WARRANTY OR OTHERWISE, FOR ANY LOSS OR DAMAGES ARISING OUT OF, CONNECTED WITH OR RESULTING FROM, THE SALE OR FAILURE TO SELL, SHALL BE REPLACEMENT OF SUCH PRODUCT SOLD HEREUNDER, OR, AT Amrize's OPTION, REFUND OF THE PURCHASE PRICE PAID FOR THE PRODUCT. NO OTHER REMEDY SHALL BE AVAILABLE TO PURCHASER. PURCHASER AND Amrize AGREE THAT THE EXCLUSIVE REMEDY SET FORTH HEREIN DOES NOT CAUSE THE AGREEMENT TO FAIL OF ITS ESSENTIAL PURPOSE. Except as expressly set forth herein, nothing herein or in any quotation shall: (i) create any right, cause of action or claim of, for, or on behalf of the Purchaser, its, heirs, successors, or assigns, or any third party under any theory, whether in contract, tort, negligence, strict liability or otherwise, other than the rights expressly set forth and created herein; (ii) create, modify or extend any express or implied warranties, or any limitations of those warranties; (iii) give the Purchaser any rights to claim any direct or indirect damages of any nature, including but not limited to any incidental or consequential damages that may arise out of



the use of any of the Product described herein or in such quotation or any parts thereof, or any Product replacement provided by Amrize . As part of the consideration for the Product, Purchaser agrees not to sue Amrize in respect of these Terms or any quotation related to the Products described herein or therein (unless Amrize has breached one of the duties expressly created hereunder), and Purchaser further agrees to indemnify Amrize from any and all claims, costs, fees and expenses, including reasonable attorneys' fees, that may be incurred or spent incident to any such claim by any party (unless Amrize has breached one of the duties expressly created hereunder, and then limited only to that claim alone).

19. Indemnification. To the maximum extent allowed by law, Purchaser shall defend and indemnify Amrize and its employees, officers, directors, and agents against all sums, costs, liabilities, losses, obligations, suits, actions, damages, penalties, fines, interest and other expenses (including investigation expenses and attorneys' fees) that Amrize may incur or be obligated to pay as a result of: (i) Purchaser's negligence or Purchaser's use, ownership, maintenance, transfer, transportation or disposal of the Products; (ii) any infringement or alleged infringement of the industrial and intellectual property rights of others arising from Purchaser's plans, specifications (including Purchaser's trademarks and brand names) or production or use of the Products ordered by Purchaser; (iii) Purchaser's violation or alleged violation of any federal, state, county or local laws or regulation, including without limitation, the laws and regulations governing product safety, labeling, packaging and labor practices; or (iv) Purchaser's breach of the Agreement.

20. Product Use. Purchaser is solely responsible for determining if a Product is fit for a particular purpose and suitable for Purchaser's method of application. Accordingly, and due to the nature and manner of use of Amrize's Products, Amrize is not responsible for the results or consequences of the use, misuse or application of its Products. All physical properties, statements and recommendations are either based on the tests or experience that Amrize believes to be reliable, but they are not guaranteed.

21. Consignment. Products shall not be sold on a consignment basis, unless otherwise expressly agreed upon in a separate written agreement between the Amrize and Purchaser. Any such agreement shall specify the terms and conditions of the consignment arrangement, including but not limited to the duration of the consignment, the products to be consigned, and the payment terms.

22. Ownership of Intellectual Property. All drawings, know-how, designs, specifications, inventions, devices, developments, processes, copyrights and other information or intellectual property disclosed or otherwise provided to Purchaser by Amrize and all rights therein (collectively, "Intellectual Property") will remain the property of Amrize and will be kept confidential by Purchaser in accordance with these Terms. Purchaser has no claim to,

nor ownership interest in, any Intellectual Property, and such information, in whatever form and any copies thereof, shall be promptly returned to Amrize upon request from Amrize. Purchaser acknowledges that no license or rights of any sort are granted to Purchaser hereunder in respect of any Intellectual Property, other than the limited right to use Amrize's Products or receive the Services purchased from Amrize.

23. Use of Trademarks and Trade Names. Purchaser shall not use, directly or indirectly, in whole or in part, Amrize's name, or any other trademark or trade name that is now or may hereafter be owned by Amrize (collectively the "Trademarks"), as part of Purchaser's corporate or business name, or in any way in connection with Purchaser's business, except in a manner and to the extent authorized herein or otherwise approved by Amrize in writing. Purchaser hereby acknowledges Amrize's ownership of the Trademarks and the goodwill associated therewith. Purchaser shall not infringe upon, harm or contest the validity of any Trademarks. Purchaser shall be entitled to use the Trademarks only in connection with the promotion or sale of the Authorized Products pursuant to the terms of the Agreement. Purchaser shall reproduce the Trademarks exactly as specified by Amrize. Purchaser shall not use the Trademarks in combination with any other trademarks or names. Purchaser agrees that it will not register or attempt to register any Trademark or any colorable imitation thereof (including any non-English language variation thereof) or use such Trademarks for any products or for any purposes other than those set forth in the Agreement. Purchaser shall not at any time during or after termination of the Agreement use in its business any other trademark that is similar to or in any way resembles the Trademarks so as to be likely to cause deception or confusion with the Trademarks. Purchaser shall provide reasonable cooperation to Amrize with respect to any efforts of Amrize to protect, defend or enforce its rights to the Trademarks. Should Purchaser cease being an authorized customer of Amrize for any reason, Purchaser shall immediately discontinue any formerly permitted use of Amrize's name or the Trademarks.

24. Service Terms. The following terms and conditions apply to any on-site Services provided by Amrize:

- a. Services will be provided at Amrize's then-current service rates.
- b. Purchaser shall prepare the site for the Services. If the site is not prepared for the Services upon Amrize service personnel's arrival at the agreed-upon time and date for Services, Amrize may charge Purchaser for any delay and/or travel time at Amrize's regular service rates.

c. Purchaser shall provide Amrize with advance notice of any rules, regulations, statutes and requirements applicable to the Services, including any required permits and licenses, that are applicable to Purchaser's local jurisdiction.

d. Amrize may refuse, without any liability, to provide Services and to allow Amrize service personnel to suspend Services or vacate any site where, in Amrize's opinion, the performance of Services would pose a risk to the safety of any person. In such an event, Purchaser is responsible for payment of any delay and/or travel time at Amrize's regular service rates.

e. Purchaser is solely liable for all damages or injuries caused or contributed to by Purchaser that may occur on the site, except to the extent damages or injuries are directly caused by the gross negligence or willful misconduct of Amrize service personnel.

f. Purchaser must provide at least 24 hours' notice of cancellation of any Service order. If Purchaser cancels with less than 24 hours' notice, Purchaser is responsible for any costs incurred by Amrize caused by such cancellation.

25. Termination. Notwithstanding anything contrary in these Terms, Amrize may terminate the Agreement under the following conditions, and in the manner specified: (i) immediately upon written notice of termination to Purchaser if Purchaser breaches or is in default of any obligation hereunder, and the breach or default is incapable of cure, or if it is capable of cure, has not been cured within ten (10) days after receipt of written notice from the injured party; (ii) immediately upon written notice to Purchaser if Purchaser has filed for dissolution, bankruptcy, insolvency, receivership or for some similar method of protection against creditors; or (iii) immediately upon Purchaser's failure to pay Amrize's invoices in accordance with the payment terms stated above or as otherwise agreed in writing by authorized representatives of both parties. If the Agreement is terminated by Amrize because of Purchaser's default or breach, Amrize may (in addition to any other rights or remedies provided herein or at law or in equity) by written notice to Purchaser, terminate its obligations, or any part thereof, without any liability to Amrize. Amrize is entitled to reasonable reimbursement from Purchaser for any labor, material or other expenses incurred in connection with the Agreement, plus a reasonable amount for overhead.

26. Force Majeure and Allocation. Amrize will not be responsible for failure to perform in a timely manner under the Agreement when its failure results from events beyond its reasonable control, including acts of God, epidemics, acts of war whether declared or undeclared, blockades, labor disputes (whether of Amrize's employees or the employees of others), raw material shortages and material increases in costs of raw materials, compliance in good faith with an applicable foreign or domestic governmental regulation or

order of whatever nature, delays or nonperformance by transporting carriers or suppliers or other third parties (an event of "Force Majeure"). In the event of Force Majeure, Amrize will not be liable, or deemed in default hereunder, for any failure or delay in delivering Products or in the performance of its other obligations to Purchaser hereunder, and the time for performance will extend for such time as reasonably necessary to enable Amrize to perform. During times of shortage, Amrize shall have the right to allocate among its customers in accordance with Section 2-615 of the UCC.

27. Confidential Information. All information furnished or made available by Amrize to Purchaser in connection with the subject matter hereof shall be held in confidence by Purchaser. Purchaser agrees not to use (directly or indirectly), or disclose to others, such information without Amrize's prior written consent. The obligations in this section will not apply to any information that: (a) at the time of disclosure was or thereafter becomes generally available to the public by publication or otherwise through no breach by Purchaser of any obligation herein; (b) Purchaser can show by written records was in Purchaser's possession prior to disclosure by Amrize; or (c) is legally made available to Purchaser by or through a third party having no direct or indirect confidentiality obligation to Amrize with respect to such information.

28. Amrize Employees. Amrize sales and service employees do not have the training or authority to make legal representations or enter into any agreements or execute any Purchaser documents affecting legal responsibilities or waiving legal rights, including those regarding the transfer of intellectual property rights or related to privacy laws. Any such representations, agreements or documents will not be binding on Amrize or such Amrize employees.

29. Compliance. Purchaser agrees to comply with all federal, state, local and foreign rules, regulations, ordinances, and laws applicable to Purchaser's obligations hereunder and Purchaser's use of the Products and Services, including import/export laws, labor laws and anti-corruption laws.

30. Relationship of the Parties. Nothing in the Agreement or the course of dealing of the parties may be construed to constitute the parties hereto as partners, joint venturers or as agents for one another or as authorizing either party to obligate the other in any manner.

31. Assignment; Binding Effect. No assignment of any rights or interest or delegation of any obligation of Purchaser under the Agreement or Purchaser's Purchase Order may be made without Amrize's prior written consent. Any attempted assignment will be void. Amrize may assign the Agreement or otherwise transfer its rights and/or obligations under

the Agreement. The Agreement will inure to the benefit of and be binding upon the parties and their respective permitted successors and assigns.

32. Waiver. The waiver by Amrize of any breach by Purchaser of any provision of the Agreement may not be construed to be either a waiver of the provision itself as to the subsequent application or any other provision of the Agreement. The failure of a party to enforce any of the provisions of the Agreement or any Purchase Order will not waive such provisions, nor will any such failure prejudice or affect the other party's right to enforce that provision in the future. For purposes of clarity, in the event of any default by Purchaser, if Amrize elects to continue shipping or otherwise fails to insist upon strict compliance with the Agreement, Amrize's actions will not constitute a waiver of Purchaser's default or any other existing or future default or affect Amrize's legal remedies.

33. Applicable Law; Jurisdiction, and Venue. The construction, validity, and performance of the Agreement shall be governed by the internal laws of the State of Tennessee (the "Governing State"), without regard to its conflict of law provisions, and Purchaser expressly submits to the jurisdiction of appropriate courts of the Governing State for the trial of any lawsuits arising from the contract for sale. Any action, suit or proceeding related to, or in connection with, the Agreement and, to the extent permitted by applicable law, Purchaser waives and agrees not to assert as a defense in any such action, suit or proceeding any claim: (i) that Purchaser is not personally subject to the jurisdiction of the state and federal courts in the Governing State; (ii) that the venue of the action, suit or proceeding is improper; (iii) that the action, suit or proceeding is brought in an inconvenient forum; or (iv) that the subject matter of the Agreement may not be enforced in or by the state or federal courts of the Governing State. Any action by Purchaser for breach of the contract for sale must be commenced within one (1) year after the cause of action has accrued. The Convention on the Sale of International Goods shall not apply to the sale of products under the Agreement. Without prejudice to any other mode of service, Purchaser consents to service of process relating to any such proceedings by personal or prepaid mailing (air mail if international) in registered or certified form a copy of the process to Purchaser at the address set forth in Section 37.

34. Entire Agreement. The Agreement, including those regulations specifically incorporated by reference, constitutes the full understanding of the parties, and any terms, unless hereafter made in writing in a Separate Document, supersedes all prior negotiations, proposals, correspondence, communications, discussions, representations, commitments, understandings or agreements between Amrize and Purchaser, either written or oral, on its subject. No other agreement, quotation or acknowledgment in any way purporting to modify any of the terms of the Agreement is binding upon Amrize unless

made in writing and signed by Amrize's authorized agent. Any other representations or statements (whether oral or written) made by any person, including employees or other agents of Purchaser, that are inconsistent with the Agreement must be disregarded by Purchaser, do not constitute warranties, and are not binding upon Amrize. If any model or sample was shown to Purchaser, such model or sample was used merely to illustrate the general type and quality of goods and not to represent that the Products would necessarily conform to the model or sample.

35. Survival. Any provisions in the Agreement which, by their nature, extend beyond the termination or expiration of any sale of Products or Services, will remain in effect until fulfilled.

36. Severability. If any provision herein is held to be unlawful or unenforceable, the remaining provisions herein will remain in effect.

37. Notices. No notice or other communication under the Agreement is sufficient to affect any rights, remedies or obligations of either party unless the notice or communication is in writing and (as elected by the party giving the notice) is: (i) personally delivered; (ii) transmitted by facsimile (with a receipt acknowledgment); (iii) transmitted by electronic computer mail; (iv) transmitted by a recognized courier service; or (v) mailed (air mail if international) in registered or certified form, to the party to which notice or communication is being given at the following address: (a) if to Amrize, at its primary mailing address at 26 Century Blvd., Suite 205, Nashville, TN 37214, ATTN: LEGAL DEPARTMENT; and (b) if to Purchaser, at its address designated on the face of the applicable quotation, acknowledgment or invoice. Notices or communications shall be deemed to have been duly given: (i) on the date of receipt if delivered personally; (ii) on the date of transmission if delivered by facsimile; (iii) on the date of transmission if transmitted by electronic computer mail; (iv) one day after pickup by courier if delivered by courier; or (v) five days after mailing if delivered by the postal service. Either party may change its address by providing notice to the other party.

NOTICES RELATED TO DEBT DISPUTE: Notwithstanding the foregoing, Purchaser shall submit notices regarding a dispute involving payment and/or debt, to the following address: Amrize Building Envelope – PAYMENT DISPUTES, 26 Century Blvd., Suite 205, Nashville, TN 37214 ATTN: Credit Department. DEBT AND/OR PAYMENT NOTICES SENT TO AN ADDRESS AND RECIPIENT OTHER THAN THE DESIGNATED DEBT DISPUTE OFFICE ARE NULL AND VOID.

38. Construction. The headings of the Sections in these Terms are provided for convenience only and may not be considered in the interpretation of the Agreement. The

parties agree that the provisions of the Agreement may not be construed in favor of or against either party by reason of the extent to which a party or its professional advisors participated in the preparation of the Agreement.

39. Integration and Modification. The Agreement constitutes the entire agreement between Amrize and Purchaser with respect to the Products and Services covered by the Agreement and supersedes any prior agreements, understandings, representations and quotations with respect thereto. No modification hereof will be of any effect unless in writing and signed by the party to be bound thereby