



**PURCHASE ORDER TERMS & CONDITIONS
GALLEHER LLC v123023**

The following are Galleher LLC's (together with its subsidiaries, the "Buyer") standard Purchase Order Terms & Conditions, which apply to all Galleher LLC Purchase Orders ("PO(s)") placed on or after December 30, 2023, except those covered by a separate written agreement. Please retain a copy for your files.

These terms and conditions do not take precedence over any existing Galleher LLC contract. As used below, "Seller" means the entity, including its subsidiaries and other affiliated entities, selling Products (as defined below) to Buyer. Seller and Buyer agree as follows:

1. Seller agrees to provide flooring products ("Products") described in any PO in accordance with the applicable PO and with these Terms and Conditions (collectively, "Agreement"). This Agreement may not be added to, modified, superseded, or otherwise altered, except in writing, signed by an authorized representative of each party.
2. Each PO shall be deemed accepted by Seller if any Products are shipped or if the PO is acknowledged by Seller. Seller will not reject a PO unless it has provided at least thirty (30) days prior written notice to Buyer. Product deliveries shall be completed strictly in accordance with terms specified in the PO. Time is of the essence. If no date of delivery is specified, immediate shipment is required. If it appears that Seller may not meet the delivery schedule, Seller shall immediately notify Buyer of the reason for the delay. Seller shall use commercially best efforts to mitigate the delay by industry standard methods. Failure by Seller to complete timely delivery shall, at the option of Buyer, relieve Buyer of any obligation to perform hereunder. In addition, Buyer shall be entitled to exercise such other legal rights or remedies as may be available to Buyer. Buyer reserves the right to reschedule any delivery or cancel any PO issued at any time prior to commencement of work on producing the Products listed in the PO or shipment of the Products, whichever occurs earlier, or prior to commencement of any Services. Buyer will not be subject to any charges or other fees because of such cancellation.

3. Seller will package all items in commercial suitable containers to permit safe transportation and handling. Each delivered shipment must be labeled and marked to identify contents without the need to open individual boxes or packages. All boxes and packages must clearly indicate contents and quantities. Buyer's PO number must appear on all shipping containers, packing sheets, delivery tickets and bills of lading. All individual packages of finished goods must be marked with Buyer's PO number, the production date, and, when applicable, the appropriate California Air Resources Board Airborne Toxic Control Measure § 93120 (CARB ACTM) and U.S. Toxic Substances Control Act (TSCA) Title VI compliance statement (as described in Section 7 below).
4. Seller, on behalf of itself and its employees, agrees that any ideas, know-how, concepts, designs, information, or processes received from Buyer or created by Seller in connection with the performance of this Agreement shall be the exclusive property of the Buyer and shall be preserved in strictest confidence by Seller and shall not be used, or disclosed, by Seller to third parties except to the extent that such use or disclosure is necessary for the proper performance of this Agreement. If disclosure to third parties is necessary, Seller shall insure that such third parties hold such information in strictest confidence. All materials, equipment, drawings, photos, samples or information furnished by Buyer shall remain the property of Buyer, be maintained by Seller in good condition, be used by Seller only for the purpose of complying with this Agreement and shall be returned promptly at Buyer's request.
5. Seller guarantees, represents and warrants to Buyer that: (i) all materials or Products delivered hereunder to be of a merchantable quality, fit for their intended purpose, free from defects in design, workmanship, and materials, and in strict conformity with any specifications, drawing, samples or other description furnished or specified by Buyer as part of the PO or contained in any of the Seller's catalogs, advertising or other materials, (ii) all flooring products adhere to the current manufacturing standards set forth by the following industry associations as applicable:
 - For solid wood flooring – National Wood Flooring Association (NWFA)
 - For engineered wood flooring - National Wood Flooring Association (NWFA) and Hardwood Panel & Veneer Association (HPVA)
 - For Laminate flooring – North American Laminate Flooring Association (NALFA)

- For Vinyl flooring (sheet & LVT) – Resilient Floor Covering Institute (RFCI),

and (iii) all materials or Products delivered hereunder shall satisfy current governmental safety regulations for toxic and hazardous substances, as well as all environmental regulations applicable to the country of manufacture and sale. Seller further warrants that: (i) it will at all times conduct itself in a legal and ethical manner, avoid conflicts of interest, and provide full, fair, accurate, timely and disclosure of all relevant information. (ii) provide and maintain a safe and healthy workplace in accordance with applicable laws and regulations, (iii) operate its business and facilities in accordance with applicable environmental standards, and (iv) that it and the Products it provides hereunder shall be manufactured, tested, packaged, and labeled in compliance with all applicable federal, state, provincial and local laws, statutes, rules, acts, regulations, orders and standards (in effect now or in the future and as updated or amended from time to time), including but not limited to customs laws, environmental laws, laws prohibiting the import of goods manufactured by child labor, prison labor, and/or force labor, the Fair Labor Standards Act, The U.S. Foreign Corrupt Practices Act, and other laws and regulations relating to anti-bribery and anticorruption, The Consumer Product Safety Improvement Act, as amended, or as interpreted by the Consumer Product Safety Commission, The Lacey Act, as amended (as further detailed in Section 4), The State of California Transparency in Supply Chains Act, and Toxics in Packaging (formerly CONEG), as adopted in certain of the United States, applicable to the provision of Products, as they relate to the manufacture, sale, packaging, labeling, handling and transportation of the Products, including those controlling the constituent make-up of the Products, and provision of the Services hereunder. Further, Seller warrants that it will timely supply all information needed by Buyer to respond to Buyer's customers' requests for compliance certification as well as information needed for Buyer to achieve or remain in compliance with any applicable law, statutes, rules, acts, regulations, orders and standards (in effect now or in the future and as updated or amended from time to time); and that it is not a national of or registered or incorporated in any country subject to U.S. sanctions, is not on the Specially Designated Nationals (“SDN”) List, and is not acting on behalf of, nor owned or controlled by, a person on the SDN List or a foreign government subject to U.S. sanctions. These warranties are in addition to any warranties made or claimed by Seller in its advertising or promotional materials and shall survive any inspection of the Products by Buyer.

6. Seller further guarantees, represents, and warrants to Buyer that any plant or plant product, including any part thereof or ingredient therein, sold under this Agreement complies with the Lacey Act, 16 U.S.C. § 3371-3376, and any related laws or regulations. This includes assurances that any plant or plant product to be supplied, imported, exported, transported, sold, received, acquired, or purchased has not been harvested, taken, possessed, transported, or sold in violation of any laws, including foreign laws, that (1) protect plants; (2) regulate the theft of plants; (3) regulate the taking of plants from a park, forest reserve, or other officially protected or designated areas; (4) regulate the taking of plants without, or contrary to, required authorizations; (5) require payment of appropriate royalties, taxes, or stumpage fees for the plant(s) or plant product(s); or (6) govern the export or transshipment of the plant(s) or plant product(s). Seller agrees to label and declare any plant or plant product sold under this Agreement in accordance with all applicable laws and regulations, including but not limited to the Lacey Act's provisions on labeling, 16 U.S.C. §3372(d), and filing declarations, 16 U.S.C. § 3372(f). Seller acknowledges and accepts that its failure to comply with the laws and regulations applicable to this transaction, including the Lacey Act, may result in the assessment against Buyer, a Buyer affiliate, or Buyer's customer, of substantial fines and penalties, as well as the seizure and/or forfeiture of noncomplying plant(s) or plant product(s). Without limiting the other indemnification provisions in this Agreement, Seller agrees to defend, hold harmless and indemnify Buyer, any Buyer affiliate, or any of Buyer's customers for, from and against any claims, enforcement actions, losses, fines, civil forfeitures, costs, expenses or charges, including reasonable attorney fees, that Buyer, any Buyer affiliate, or any of Buyer's customers incurs as a result of Seller's action or failure to act in compliance with the Lacey Act. Seller agrees to cooperate with any investigations or enforcement proceedings by agencies or other government authorities that relate to any plant or plant product in this transaction. In the event any plant or plant product is seized or forfeited by any government authorities due to Seller's action or inaction described above, Buyer will be entitled to (1) the amount paid for the plant(s) or plant product(s), including any freight costs and duties paid by Buyer in addition to the amount paid to Seller, or (2) replacement plant(s) or plant product(s) of similar or better quality.
7. Seller further guarantees, represents and warrants to Buyer that any "Composite Wood Product" subject to regulation under the California Air Resources Board Airborne Toxic Control Measure § 93120 (CARB ACTM) or U.S. Toxic Substances Control Act (TSCA) Title VI sold under this

Agreement will be manufactured and labeled in strict accordance with that standard. Seller acknowledges and accepts that its failure to comply with the laws and regulations applicable to this transaction, including CARB ACTM § 93120 and TSCA Title VI, may result in the assessment against Buyer, a Buyer affiliate, or Buyer's customer, of substantial fines and penalties, as well as the seizure and/or forfeiture of noncomplying product(s). Without limiting the other indemnification provisions in this Agreement, Seller agrees to defend, hold harmless and indemnify Buyer, any Buyer affiliate, or any of Buyer's customers for, from and against any claims, enforcement actions, losses, fines, civil forfeitures, costs, expenses or charges, including reasonable attorney fees, that Buyer, any Buyer affiliate, or any of Buyer's customers incurs as a result of Seller's action or failure to act in compliance with CARB ACTM § 93120 or TSCA Title VI. Seller agrees to cooperate with any investigations or enforcement proceedings by agencies or other government authorities that relate to any wood product in this transaction. In the event any wood product is seized or forfeited by any government authorities due to Seller's action or inaction described above, Buyer will be entitled to (1) the amount paid for the wood product(s), including any freight or duties paid by Buyer, or (2) replacement wood product(s) of similar or better quality.

8. Changes to Seller's prices must be communicated to Buyer at least thirty (30) days prior to the effective date of the change. All price changes must be accepted by Buyer in writing prior to shipment or invoice of Product at the new price. Payment and discount period will be computed from date invoice is received. Payment terms are Net 30 days from Buyer's receipt of invoice unless otherwise expressly agreed to in writing (email inclusive) by the parties.
9. Transportation charges to Buyer must be as agreed by the Buyer and supported by transportation bill showing weight and rate. Seller shall enclose packing slips in all pallets, cases, packages, etc. If a packing slip is not enclosed, Buyer's count shall be accepted as final.
10. Seller agrees to pay any taxes imposed by law upon, or on account of, the Products ordered hereunder, unless otherwise agreed. Prices quoted by Seller for material purchased for resale must be inclusive of all taxes that might be imposed prior to Buyer taking possession of the Products.

11. Seller hereby grants to Buyer, a non-transferable, non-assignable, non-exclusive, revocable, non-sublicensable license to reproduce, distribute, and display Seller's name, logo, and trademarks for purposes of marketing and selling the Products ("Marks"). Seller represents and warrants that: (a) all patents, trademarks, trade names, trade dress, trade secrets, and other intellectual property rights used by Seller in connection with Products or in the development or manufacture of Products are either owned by Seller or Seller has been properly authorized by the owner of such rights to use such intellectual property rights in connection with such Products and to sell such Products incorporating such intellectual property rights to Buyer for use or further resale and (b) the Products will not infringe any patent, trademark, service mark, trade name, trade dress, trade secret, domain name, or other intellectual property right of any person, corporation or other entity. Seller shall notify Buyer in writing by certified mail, return receipt requested, within five (5) business days after it has knowledge of any claim or allegation of infringement, misuse, dilution, misappropriation or other violation of any patent, trademark, service mark, trade name, trade dress, trade secret, domain name, or other intellectual property right in any way related to, or affecting, the Products.

12. Seller will provide Buyer, free of charge, all current Product information, including electronic images and information required by applicable law to be disclosed in any sale or advertisement of the Products ("Product Information"). Product Information also includes any Product information collected or provided from Seller's website, or otherwise made available by Seller (or by a third party at Seller's direction) to Buyer. Seller hereby grants Buyer a non-exclusive (except as otherwise provided herein), worldwide, royalty-free, limited license to: (a) use, copy and display the Product Information on or in connection with any website (or other online channel); (b) convert to digital electronic form, excerpt, reformat, resize, reframe, crop, adapt or otherwise create derivative works (as may be necessary for Buyer's use of such Product Information as contemplated hereunder) the Product Information, and (c) use all of the Marks included in the Product Information. Seller represents and warrants that all claims made by Seller within the Product Information shall be true and shall have been substantiated at the time that such claims are made.

13. Unless the PO indicates otherwise, title to the Products herein described and risk of loss shall remain with Seller until such Products are delivered to Buyer's unloading facilities at final destination or picked up by Buyer's freight representative at an agreed to Port of Loading.
14. Seller shall defend, indemnify and hold harmless Buyer, its affiliates, officers, employees, agents, contractors, and representatives, from and against all claims, legal proceedings, damages, charges, liabilities, penalties, obligations, and demands (including reasonable attorneys' fees and expenses) arising out of or in connection with any: (a) claimed or actual intellectual property infringement or similar violation, (b) breach of warranty, or (c) acts or omissions of Seller, its employees, agents, and/or subcontractors.. Seller shall notify Buyer immediately in writing of any recall, product safety hazard, or violation of applicable law associated with the Products. The obligations of this Section 14 shall survive acceptance of such Products or payment therefore by the Buyer, and any expiration or termination event that may apply to this Agreement.
15. Without limiting the foregoing, Seller and its subcontractors shall obtain and maintain, at Seller's expense, commercial general liability insurance coverage (which must include products liability coverage) of at least \$1 million per occurrence and \$3 million aggregate and worker's compensation insurance as provided by law. Each of these policy coverages shall be primary and non-contributory to any such coverage carried by Buyer. Seller will name "[BUYER ENTITY] and its respective officers, directors, employees and agents" as additional insureds on each insurance policy required by this Section and will provide Buyer with thirty (30) days' advance notice of cancellation or expiration of each policy. Within sixty (60) days after the effective date of the PO, Seller will provide Buyer with a copy of Seller's current certificate of insurance confirming the existence of such insurance. Within sixty (60) days after the effective date of the PO (and at each policy renewal thereafter), Seller will provide a certificate of insurance for each insurance policy required to Buyer. This insurance does not relieve Seller of any obligations, including but not limited to Seller's defense and indemnity obligations, even for claims over Seller's policy limits. If Seller fails to perform any of Seller's obligations in this Section, Buyer may withhold payments owed to Seller until Seller meets these obligations.

16. Buyer or Seller may suspend all performance under the PO due to any causes beyond their respective control. In the event of any such disability of Seller, Buyer may cancel the PO without liability to Seller.
17. No waiver or modification of, or exception or addition to, any of the terms, conditions, or provisions contained in the Agreement shall be valid, including those which may be included in Seller's acknowledgement or confirmation, and any other, additional, or different terms and conditions are hereby objected to and rejected. Acceptance by Seller is expressly limited to the terms of the PO.
18. All Products must be of the quality specified or, in the event no quality is specified, must be of the best quality and will be subject to the inspection and approval of Buyer. Substitution by Seller of Products other than those specified herein will not be permitted except by prior written authority of Buyer. Buyer shall have the right to inspect and verify any Product furnished under this Agreement. Inspection of Product by the Buyer after delivery shall constitute final acceptance, except as regards latent defects or those that are not discovered until the Product is used during the production process or delivered to the customer. If Buyer rejects any Products, Buyer may request replacement Products that comply with the terms of the PO or, at Buyer's option, Seller shall reimburse Buyer for the price of the rejected Products and other costs related to the rejected Products, including, without limitation, production costs, freight expenses, and duties paid. Buyer may return at Seller's expense any Product that: (a) is damaged or defective; (b) does not conform to agreed requirements, specifications or to samples; (c) is subject to recall; (d) was not ordered in the applicable PO; or (e) does not comply with this Agreement or the PO (including failure to comply with the delivery schedule, order quantities, etc.).
19. All details of the PO, including, without limitation, materials furnished, prices, specifications and discounts, between Buyer and Seller are considered confidential information, and shall be safeguarded as reasonably required and disclosed only on a need-to-know basis.
20. Seller shall not delegate any obligations or assign any rights or claims hereunder without the prior written consent of Buyer. Any attempted delegation or assignment by Seller without such written consent shall be void.

21. The Agreement shall be governed by and construed in accordance with the laws of the State of California. When the PO is executed by Buyer (or its authorized representative), it shall constitute a complete and exclusive statement of the terms of the agreement between the parties with respect to the Products purchased by Buyer hereunder. Authorized signatures include the use of fax, email, and electronically generated signatures. All Seller terms that are different from or additional to those contained in this Agreement are hereby expressly rejected.
22. The terms and conditions set forth herein apply to all POs placed under them. Buyer may change the terms for any future POs at any time.