

TERMS AND CONDITIONS OF SALE

1. Entirety. These Terms and Conditions of Sale and all documents referenced herein (collectively, the “Terms”) are the only terms and conditions which govern the sale of goods (“Goods”) by **Busone Enterprises, Inc., d/b/a Millwork Design by Oxford or MDO** (“Seller”) to the buyer (“Buyer”) and supersede all other terms and conditions, written or oral, and all other communications between the parties suggesting additional or different terms. These Terms govern the rights and obligations of the Buyer and Seller, to the exclusion of any other terms and conditions, including those proposed or provided by Buyer. These Terms are not subject to change by reason of any Buyer written or oral statements unless accepted in writing by Seller. In the event of any conflict between these Terms and a purchase order or other document, these Terms will control. These Terms represent the final and complete understanding of the parties and may be amended or cancelled only by mutual written agreement. The earlier of Seller’s commencement of performance or Buyer’s receipt of any of the Goods will constitute acceptance of these Terms.

2. Prices; Orders. Prices quoted are based on the price at the time of quotation and are subject to change without notice. Order confirmations will be sent to Buyer. Order confirmations for expedited deliveries are considered confirmed and final upon Buyer’s receipt, and order confirmations for standard deliveries are considered confirmed and final if not corrected by Buyer within one (1) business hours of Buyer’s receipt. Clerical errors are subject to correction without liability.

3. Taxes. Prices do not include any sales, use, excise, privilege, or other taxes or assessments now or hereafter imposed or levied by or under the authority of any foreign, federal, state, or local law, rule, or regulation (collectively, “Law”) concerning the Goods or the manufacture or sale thereof. If Seller pays any such taxes or assessments, Buyer shall, upon demand, immediately reimburse Seller for such amounts.

4. Terms of Payment. All payments are due NET 30 days from date of invoice. Invoices paid within ten (10) days will be given a one percent (1%) discount. No other discounts will be taken unless specifically allowed in writing by Seller. All amounts due

Seller from Buyer will be paid without abatement, deduction, or setoff. The date of payment of an invoice will be the date the payment is received by Seller at the location designed on the invoice. Invoices not paid when due are subject to a late payment service charge of the lesser of one and one-half percent (1.5%) per month or the highest rate permitted under the law, calculated daily and compounded monthly. If Buyer fails to make any payment when due, Buyer will be liable for all costs and expenses related to collection of past due amounts, including, without limitation, attorneys' fees and costs. If, in Seller's judgment, the financial condition of Buyer does not justify continuance on the terms of payment above, Seller may require full or partial payment in advance or otherwise adjust the terms including ceasing to supply Buyer.

5. Freight. Unless agreed by Seller in writing to the contrary, all shipments will be F.O.B. destination. Goods will become the property of Buyer, title to Goods will pass to Buyer, and risk of loss or damage to Goods will pass to Buyer upon delivery to Buyer or to its designated agent, whichever occurs first. For each of the Goods shipped, Seller reserves a purchase money security interest ("PMSI"). Seller has the right to file one or more financing statements or other documents to perfect or evidence the PMSI. Any such PMSI will extinguish upon Buyer's payment of the total price for the Goods and other applicable costs. Wherever the Goods may be, they will remain movable property and Seller shall be able to dispose of it freely, totally or partly.

6. Delivery. Shipping and delivery dates are estimates and are based upon prompt receipt of all necessary information from Buyer. However, Seller maintains a standard lead time of one (1) week for in-stock Goods. Delays in securing Buyer's approval of any matter will, at Seller's discretion, extend the date of delivery. Buyer may from time-to-time request that such Goods are delivered to the job site of Buyer's customer. Such request must be included with Buyer's order form and is subject to Seller's acceptance. At a minimum, each job site must be paved and have clear access to the delivery area. Seller will not be responsible for any damage to the job site. Buyer, or Buyer's designated agent, will be responsible for unloading the Goods from Seller's delivery truck. Seller's delivery driver will not, under any circumstances, handle any of the Goods.

7. Expedited Delivery. If Buyer requires expedited delivery, Buyer may contact Seller's

main office with delivery requirements. Such request must be included with Buyer's order form and is subject to Seller's acceptance. In the event that an order is required in less than one (1) week, Seller may apply an expedited service fee to such order. The expedited service fee varies based on time and requirements of such order.

8. Inspection. Buyer shall inspect the Goods upon arrival and notify Seller's delivery driver of any damaged Goods prior to signing the proof of delivery receipt in duplicate. If any Goods are damaged to the point where such Goods are rendered unusable, Buyer may refuse to accept such damaged Goods upon delivery and Seller will provide a replacement of such portions that are damaged as soon as commercially possible. Mismatch claims may be made to Seller within seven (7) days following delivery. Seller will deliver missing Goods and retrieve excess Goods on standard delivery timing at no additional cost to Buyer. Failure to provide such notice of damaged or miscounted Goods (as the case may be) will constitute satisfactory shipment by Seller and irrevocable acceptance by Buyer of all Goods.

9. Custom Orders. Any Goods which are found in Seller's catalog, but which are not kept in stock, are classified as custom order Goods. All Goods purchased by Buyer under a custom order may require an up-front setup charge. Each custom order must be approved by Buyer in writing, and all custom orders are non-refundable, non-cancellable and non-returnable once Seller receives the approved order confirmation. Seller will provide a lead time for each custom order. Any lead time provided by Seller is an estimate based on information provided to Seller and is subject to change.

10. Substantial Orders. Notwithstanding anything to the contrary in these Terms, any purchase order by Buyer that, in the aggregate, has a purchase price of five thousand and 00/100 dollars (\$5,000.00) or greater is deemed a substantial order and is non-refundable, non-cancellable and non-returnable.

11. Returns. Goods may not be returned without prior written authorization by Seller and compliance with Seller's return policies and procedures. All returnable Goods will be accepted for return so long as such Goods are accompanied by a copy of the receipt and are received by Seller within sixty (60) days following their delivery date. Seller reserves the right to offer a credit for returned Goods. Goods that are non-saleable,

damaged, soiled, cut or altered in any way will not be returnable. Except as described in Sections 12 and 13, a twenty percent (20%) restocking fee will be applied to all returns.

12. Goods Stocked. If Buyer stocks Goods for resale to third parties and wishes to return any such Goods, Buyer may do so after one hundred eighty (180) days following their delivery date as long as they are accompanied by the receipt. No restocking fee will be charged, and Seller reserves the right to provide replacement Goods of comparable price and quality to Buyer.

13. Defective Goods. If there is the need to file a claim for a defective Good, Buyer should contact Seller's customer service prior to replacing or destroying the defective Good. Seller will not be able to accept a defective Goods claim without inspection of the defective Good. The defective Good must be returned to Seller within sixty (60) days of the delivery date. In some cases, photographs and a full description of the problem may be requested by Seller. Should any Good be determined defective by Seller, Seller will promptly replace the defective Goods. Seller reserves the right to replace any defective Good with a credit for the purchase amount instead of a replacement Good. The foregoing credit or replacement is Buyer's sole remedy from Seller with respect to defective Goods. Notwithstanding the foregoing, Seller agrees to pass any warranty to Buyer that Seller receives from the manufacturer of any Good ordered pursuant to these Terms. Seller is not responsible for any labor costs related to the initial installation or replacement of a defective Good.

14. No Warranties. **SELLER MAKES NO EXPRESS WARRANTIES AND HEREBY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE. UNDER NO CIRCUMSTANCES SHALL SELLER BE LIABLE TO BUYER OR ANY OTHER PERSON OR ENTITY FOR INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE OR SPECIAL DAMAGES OR ANY OTHER LOSSES OR EXPENSES, INCLUDING WITHOUT LIMITATION, FOR INJURIES TO PERSONS OR DAMAGE TO PROPERTY, LOSS OF PROFIT, REVENUES OR USE, DIMINUTION IN VALUE, COST OF SUBSTITUTE PRODUCTS,**

DOWNTIME COSTS, OR CLAIMS OF BUYER'S CUSTOMERS EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND REGARDLESS OF THE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED. SELLER'S LIABILITY HEREUNDER SHALL BE LIMITED TO THE REPLACEMENT OF A GOOD OR THE PAYMENT OF A CREDIT IN THE AMOUNT OF THE COST OF A GOOD.

15. Oxford Promise. Seller guarantees to always have its top 10 Goods in stock (the "Oxford Promise Goods"). If any of Seller's Oxford Promise Goods are not in stock when Buyer attempts to purchase such Oxford Promise Goods, Buyer will be given a ten percent (10%) discount off Buyer's next order. An Oxford Promise Good is deemed "in stock" if the quantity in stock is greater than or equal to the largest order purchased by Buyer over the preceding twelve (12) month period. Seller's current Oxford Promise Goods can be found on the "Our Oxford Promise" section of Seller's website. Seller reserves the right to amend, modify, change and/or update its Oxford Promise Goods at any time.

16. Indemnification. Buyer will defend, indemnify and hold Seller, its affiliates and their respective officers, directors, members, managers, representatives, agents and employees harmless from and against all claims, suits, demands, losses, liabilities, damages (including injury and death) and expenses (including reasonable attorneys' fees) (collectively, "Losses"), arising out of or relating to: (a) Buyer's use, misuse or disposal of the Goods or materials; (b) Buyer's non-compliance with any Law; (c) Buyer's breach of these Terms; and (d) any Goods subjected to: (i) improper installation or storage; (ii) accident, damage, abuse or misuse; or (iii) abnormal operating conditions or applications.

17. Force Majeure. Seller shall not be liable for any delay in or failure to perform due to any cause, matter or contingency beyond its reasonable control.

18. Termination. Seller has the right to cease work or terminate these Terms and any purchase order, in whole or in part, at any time, without liability, if: (a) Buyer breaches or defaults under these Terms or any other agreement it has with Seller; or (b) Seller has reasonable ground for insecurity with respect to Buyer's ability to perform and Buyer is unable to provide Seller with adequate assurance within ten (10) days after written



request therefor by Seller. These Terms or any purchase order, at any time, without liability, shall automatically terminate if: (i) a petition under any applicable law relating to bankruptcy, insolvency, or reorganization is filed by or against Buyer; (ii) Buyer executes an assignment for benefit of creditors; or (iii) a receiver is appointed for Buyer or any substantial part of its assets. In all cases, Seller's rights are cumulative, are not exclusive and in addition to all other rights and remedies it may have at law or in equity. No termination will affect any accrued rights or obligations of either party as of the effective date of such termination.

19. Waiver. All waivers by Seller will be in writing. Failure of Seller at any time to require Buyer's performance of any obligation hereunder will not affect Seller's right to require performance of that obligation. No delay or omission in the exercise of any right, power, or remedy hereunder will impair such right, power, or remedy or be considered to be a waiver of any default or acquiescence therein.

20. Miscellaneous. Buyer shall not assign or transfer any of its rights or obligations hereunder without Seller's prior written consent. Buyer shall comply with all applicable Laws. There are no third-party beneficiaries. These Terms shall be construed in accordance with the laws of the State of Connecticut without regard to any rules on conflicts of laws. Provisions which by their nature should survive will remain in force after any termination or expiration. Seller may make changes to these Terms at any time at its sole discretion.