

**TERMS AND CONDITIONS TO THE PURCHASE OF MATERIALS AND/OR SERVICES FROM THE DETERING CO.
AND SOUTH TEXAS BRICK & STONE AND AFFILIATES AND SUBSIDIARIES (THE "TERMS")**

ENTIRE AGREEMENT FOR SALE OF MATERIALS AND SERVICES. All sales of goods, parts, and property ("Materials") by The Detering Co. ("Detering") and South Texas Brick & Stone ("South Texas Brick") and their affiliates and subsidiaries (collectively referred to as "Seller"), shall be as described by the quote ("Quote") submitted to the named customer ("Customer") and these Terms. All labor and services that may be described by the Quote of Seller ("Services") to the Customer shall also be subject to these Terms. These Terms are available for download at www.detering.com and are incorporated into and form an integral part of Customer's acceptance of a Quote or contract, agreement or order of sale ("Contract") entered into by Seller and Customer. Seller expressly rejects all new, different, or additional terms of sale submitted by Customer. The Contract supersedes all previous agreements, purchase orders, confirmations, representations or understandings between Seller and Customer with respect to the Materials or Services. A Contract may not be amended except by a written document signed by Seller and Customer. No sales representative or agent of Seller is authorized to waive any of the Terms without the express written agreement of an officer of Seller. Where Customer's quote, order acknowledgment or other correspondence contains terms contrary to or in addition to the Terms, those contrary or additional terms are hereby refused and rejected by Seller and neither the delivery by Seller nor the acceptance by Seller of payment for any of the Materials or Service, shall constitute a waiver by Seller of any of the Terms.

PRICE. Customer will pay the total amount (the "Price") for the Materials or Services stated in the Contract. The Price listed in the Quote, or the purchase order or other confirmation of Customer is valid for acceptance by Customer for 30 days from the date listed unless otherwise stated in the Contract. The Contract may contain Price adjustment language based on price increases of the costs of goods sold of the Materials or providers of the Services and Customer agrees to accept such increases until the termination of the price increases by Seller or the Contract. All shipments are subject to payment in cash or upon final approval by Seller's credit department, and Seller may rescind the Quote or cancel the Contract if credit is not approved.

PAYMENT TERMS. Unless otherwise stated in the Contract, payment shall be made on "Net 10th Prox." terms with no retainage or early payment discount. Pro rata payments shall become due as shipments are made. When any payment is not paid on or before its due date, Customer agrees to pay a late charge on unpaid sums from the due date for the receipt of payment to the actual date of receipt of payment at a rate of the lesser of 1.5% per month on the unpaid balance or the maximum legal rate. To the extent the Customer pays a past due amount by credit card the Price shall be adjusted upwards by the sum of 3% of the invoice amount as a credit card surcharge. If payment is not paid on or before its due date, Customer agrees that Seller may cease performance under the Contract and all other contracts between Seller and Customer. Seller reserves the right, in its sole discretion, to cancel any order, delay shipment, or demand immediate full or partial payment in advance of delivery if Customer's creditworthiness, or ability or willingness to pay, is called into question by an event or circumstance, including, but not limited to, Customer's default of any obligation owed to Seller. Customer shall not under any circumstances have any right to set off or hold back any payments due to Seller as a result of any dispute between the parties or for any other reason. Customer waives all rights of offset and deduction. Conditional payment language that Customer is only obligated to pay for Materials or Services from funds received by a third-party, including a project lender, a project or building owner or a project general contractor or builder, shall not be permitted.

DELIVERY. a) All costs of transportation to destination shall be borne by Seller, unless otherwise specified in the Contract. Title and risk of loss of the Materials shall transfer from Seller to Customer at time of delivery. All Seller deliveries of Materials shall be curbside to the Project site referenced in the Contract ("Project"). Seller is not responsible for damage when Customer requests delivery other than curbside. Customer agrees to use Materials from Seller in and upon the Project only, and not at any other projects. Nothing in these Terms shall be construed as a waiver of the right of Seller to impose and enforce its mechanics' lien or trust fund rights. Customer is responsible for proper storage and care of the Materials once delivered in accordance with all manufacture specifications, requirements, and recommendations. If Customer directs Seller to provide substituted material from material otherwise noted in the project or building plans and specifications (the "Plans"), Seller makes no representation or warranty as to the suitability or adequacy of such substituted material and the Customer bears the sole responsibility for determining whether such substituted material conforms in all respects to the Plans.

(b) Deliveries shall be made in a commercially reasonable manner in accordance with a schedule approved in writing by an authorized representative of Seller (the "Delivery Period"). All modifications to the Delivery Period shall be approved in writing by Seller. Seller shall not be liable for damage for failure to deliver or delay in delivery occasioned in whole or part by reasons beyond the reasonable control of Seller, including delays caused by Customer. Under such circumstances, Seller shall have the right to extend the date of delivery for a reasonable period of time after the period of delay. Customer will promptly notify Seller if at any time it anticipates a material deviation with regard to the Delivery Period, all of which shall be subject to Seller acceptance.

(c) Upon delivery, Customer shall verify the quantity of, and inspect the Materials for visible defects or are otherwise non-conforming, including any visual appearance of mold or mildew, and shall give written notice to Seller within three (3) days after delivery of any claim that the Materials are non-conforming or unauthorized. Seller agrees to replace any rejected Materials within ten (10) days of receipt of notice and prior to installation. If a rejection notice is not timely received Customer shall be deemed to have accepted Materials as conforming and/or authorized. At Seller's option, Seller may repair the nonconforming Materials or deliver replacement Materials to Customer at no charge. No Materials may be returned by Customer without Seller's prior written consent. In all cases, Customer's exclusive remedy shall be limited to the return of the Materials to Seller, freight prepaid, and to obtain repayment of the Price of the returned Materials.

(d) Customer acknowledges and states that all of Customer's employees shall be empowered and authorized to accept and sign any bill of lading or delivery ticket acknowledging receipt of the Materials. In the event Seller is delayed in performance by Customer or at Customer's request, Customer will be responsible for a resulting increase in cost, including, without limitation, handling charges and storage charges.

SUBMITTALS AND APPROVALS; CANCELLATION OF CUSTOM AND SPECIAL ORDER MATERIALS. For Materials sold where Seller provides (i) Material specification sheets, (ii) manufacturer guidelines for proper handling, storing and installation, or (iii) a Material quantity list for all Materials to be sold and delivered by Seller ("Materials Submittal Package"), Customer shall be responsible for securing review and approval by the Project owner or design professionals of Seller's Materials Submittal Package. Once Seller receives an order from Customer for custom or special order Materials, such orders are non-cancelable, and the Materials ordered are non-returnable. Further, Customer understands and acknowledges that custom or special order Materials are constructed to Customer's specifications, and that upon construction, Seller will have expended time, labor and materials for which Seller is entitled to compensation. Consequently, Customer agrees that its obligation to pay for all such Materials subject to this Contract is absolute.

DESIGN OR ENGINEERING SERVICES. Unless otherwise specifically stated in the Contract, Customer understands and agrees that Seller shall not perform or do any acts which would be deemed the practice of architecture or engineering within the meaning of the laws of the state where delivery of Materials or Services occurs. Seller does not assume liability for the architect, engineer or any other design professional providing services to Customer or the Project owner, or to the design professionals responsible for the plans, drawings, and specifications of the Project ("Contract Documents").

CONTRACT DOCUMENTS. Seller only agrees to furnish and deliver the Materials based upon the specifications, measurements, and most recent Contract Documents provided to Seller by Customer. Seller shall be entitled to rely on the accuracy of any Contract Documents Seller receives from Customer. If Seller is fabricating, sourcing, or manufacturing materials for Customer based on the Contract Documents, Seller shall not be liable to Customer for any damage resulting from any errors, inconsistencies or omissions that may occur from such Contract Documents. Customer's remedy for any damage resulting from any errors, inconsistencies or omissions that may occur from the Contract Documents shall be the limited remedies set forth in the Terms.

WARRANTY. Seller warrants for one year from date of delivery that all Materials manufactured by Seller will be manufactured to precise tolerances in accordance with industry recommendations and will be free from defects. If Seller is not the original manufacturer of the Materials, any warranty is limited to the terms of the original manufacturer's warranty, and all claims shall be directed solely to the original manufacturer. If a Material has a specific limited warranty from the original manufacturer, then such limited warranty will govern Seller's warranty obligations. Unless otherwise set forth in a Material's particular limited warranty, Customer's exclusive remedy for Materials manufactured by Seller and for which a claim is properly made under this Contract is limited solely, at Seller's option, to Seller's repair or replacement of the Materials or to a refund of the purchase price of the Materials. Seller warrants for one year from the completion of the Services that all Services are in accordance with industry recommendations and of good and workmanlike quality. SELLER MAKES NO OTHER EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, CONCERNING THE MATERIALS. IN NO EVENT SHALL SELLER BE LIABLE FOR LOST PROFITS, LOST REVENUES, OR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) STRICT LIABILITY, OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SELLER'S WARRANTIES SHALL BE VOIDED BY ANY ABUSE, MISUSE, NEGLIGENCE, OR DAMAGE OR WITH RESPECT TO ANY MATERIALS THAT HAVE BEEN ALTERED OR MODIFIED BY ANYONE OTHER THAN SELLER OR ITS AUTHORIZED REPRESENTATIVES. NO ACTION FOR ANY BREACH OF WARRANTY SHALL BE BROUGHT MORE THAN ONE YEAR AFTER THE DATE OF SHIPMENT.

CUSTOMER OBLIGATIONS. (a) For any Services, Customer shall (i) cooperate with Seller in all matters relating to the Services and provide access to the Project site for the purposes of performing the Services; (ii) respond promptly to any Seller request to provide direction, information, approvals, authorizations, or decisions that are reasonably necessary for Seller to perform Services; (iii) provide materials or information as Seller may request to carry out the Services in a timely manner and ensure that such materials or information are complete and accurate in all material respects; (iv) provide adequate install conditions; and (v) obtain and maintain all necessary licenses and consents and comply with all applicable laws in relation to the Services before the date on which the Services are to start.

(b) For any Materials, Customer shall have be responsible for: (i) unloading the Materials unless otherwise stated in the Contract; (ii) handling and storing of the Materials; (iii) verifying the dimensions or adequacy of work done by other trades that may effect the Materials; (iii) providing adequate install conditions and installing the Materials; (iv) complying with the guidelines and recommendations set forth in the Seller's delivery warnings and instructions, specification sheets, and manufacturer guidelines; (v) obtaining and maintaining all necessary licenses and consents and comply with all applicable laws and building codes relating in any way to the Materials; and (vi) if applicable, providing adequate covering and ventilation of all Materials prior to installation and adequately drying out any Materials before close-in. Any unused Materials that are undamaged and resalable (and excluding any specially ordered items), at the discretion of Seller are subject to return within 30 days of shipment to the Project and Customer will be charged a 20% restocking charge.

FORCE MAJEURE. Seller shall not be liable to Customer or any third party for any failure or delay in the performance of Seller's obligations with respect to the Materials or Services that arise out of, or is caused, directly or indirectly, by fires, strikes, wars, accidents, acts of god, product or Materials availability, action of any State, Federal, or local government body or agency, disease, virus or pandemic (including but not limited to COVID-19) or other circumstances beyond its control, (each a "Force Majeure Event") or the threat of a Force Majeure Event. If as a result of a Force Majeure Event or a Customer caused delay (a) an increase of raw material prices occurs between the date of the purchase and the date of delivery, Seller is entitled to a respective adjustment of the Price; and/or (b) Seller incurs labor cost increases, Seller is entitled to a respective adjustment of the Price.

LIMITATION OF LIABILITY AND WAIVER OF CONSEQUENTIAL DAMAGES. Except for bodily injury or property damage due to the gross negligence or willful misconduct of Seller, Seller shall have no liability whatsoever to Customer or its affiliates in an amount of damages in excess of the Price. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY GENERAL, INCIDENTAL, SPECIAL, CONSEQUENTIAL, INDIRECT, OR PUNITIVE DAMAGES SUFFERED BY CUSTOMER OR ANY OTHER PARTY, INCLUDING WITHOUT LIMITATION THOSE FOR LOST PROFITS OR SALES, ADDITIONAL LABOR OR INJURY TO PERSON OR PROPERTY.

SUBCONTRACTORS. Customer acknowledges that Seller may, at its option, subcontract part or all of the Services to independent contractors. These subcontractors, their agents and employees do not have authority to make, amend, or modify contracts on behalf of Seller, or to extend credit in Seller's name, or to make any representations or warranties concerning any goods, materials, or installation services provided to Customer. Customer waives, and Seller disclaims, all liability of Seller for any direct, indirect or consequential damages to persons or property arising from any acts or omissions committed or permitted by Seller's subcontractors (their agents and employees), outside the strict scope of the subcontractor's work assignment in their contract with Seller.

INDEMNIFICATION. Customer will indemnify, defend and hold harmless Seller and its affiliates, directors, officers, employees, agents and contractors from and against any and all losses, damages, liabilities, injuries to persons or property, claims, proceedings, judgments and expenses (including, without limitation, legal fees) incurred or sustained directly or indirectly as a result of: (a) any breach by or default of Customer under any of the provisions of the Agreement; or (b) any act or omission of Customer and its other suppliers, contractors and subcontractors, including, without limitation: (i) any warranty Customer makes to any other person with respect to any of the Materials, (ii) Customer's or any other person's improper use of any of the Materials, or (iii) the transportation, receipt, unloading, handling or storage of any of the Materials by Customer or its agents.

TAXES. Where Seller has the legal obligation to collect sales and/or use taxes, an amount equal to the appropriate taxes may be included in the Price or added to the invoice by Seller as a separate line item, and Customer will pay such amount to Seller unless Customer provides Seller with a valid tax exemption certificate authorized by the appropriate taxing authority. Except for the foregoing taxes and unless prohibited by law, Customer shall pay all other federal, state, local, or foreign tax, value-added tax, inspection fee, or other assessment that is imposed upon any Materials under this Contract, except for Seller's income taxes.

INSURANCE. Customer shall maintain adequate and commercially reasonable insurance for all Materials purchased under a Contract, including, without limitation, general liability, product liability, completed operations, automobile liability, workers' compensation, and employer's liability. Customer will add Seller as an additional insured and will furnish a Certificate of Insurance and endorsements satisfactory to Seller showing all required insurance to be in force and stating that such insurance will not be canceled or changed except upon at least thirty (30) days' prior written notice to Seller.

LEGAL FEES AND COLLECTION COSTS. Where allowed by law, all costs of enforcement of a Contract and the collection of any balance due, including, but not limited to, reasonable attorneys' fees incurred by Seller, shall be paid by Customer.

GOVERNING LAW; VENUE. This Contract shall be governed, construed, interpreted, and enforced in accordance with the domestic laws of the State of Texas, United States of America, regardless of any choice of law or conflict of law provision. Any and all actions concerning any dispute arising hereunder shall be filed and maintained only in Harris County, Texas, or the Federal District Court for the Southern District of Texas. The parties specifically consent and submit to the jurisdiction and venue of such state or federal courts, and irrevocably waive any objections the parties may have based on improper venue to the conducting of any proceeding in any such court.

MISCELLANEOUS. No provision of this Contract shall be waived by any party, unless such waiver is in a writing, signed by a duly authorized representative of the party against whom such waiver is sought to be enforced. A waiver by either party of any breach or failure to comply with any provision of this Contract by the other party shall not be construed as or constitute a continuing waiver of such provision or a waiver of any other breach or failure to comply with any other provision of this Contract. If any portion of this Contract is found to be invalid or unenforceable for any reason, any court or other tribunal adjudicating the rights and duties of the parties under this Contract shall alter, modify, or strike portions of the Contract so that it will be enforceable to the fullest extent permitted by law. This Contract may not be assigned by Customer with the prior written consent of Seller, and any consent by Seller to a particular assignment shall not constitute a consent by Seller to subsequent assignments or a waiver of the general prohibition on subsequent assignments. Any assignment in contravention of this Contract is null and void. This Contract cannot be amended unless done so in a writing and signed by both parties. All provisions of this Contract shall survive any termination of this Contract to the extent necessary to give effect to the intended purpose of such provision.