



## STANDARD TERMS AND CONDITIONS FOR THE SALE OF GOODS AND/OR SERVICES

1. **APPLICABILITY.** These Standard Terms and Conditions for the Sale of Goods and/or Services ("Standard Terms") shall exclusively govern the sale and purchase of all goods ("Goods") and/or the performance of all services ("Services") by Owens Corning Sales, LLC or its affiliated entities (each entity may be referred to individually or collectively herein as "Seller") and the entity or its affiliated entities purchasing from Seller (each such entity may be referred to individually or collectively herein as "Buyer"). Each sale of Goods and/or performance of Services is a separate and independent transaction. Details regarding the Goods and/or Services are provided in Seller's order confirmation and/or supplemental agreements entered into by the parties, including any exhibits or attachments thereto (collectively, "Transaction Documents"). The Transaction Documents applicable to each such transaction as well as these Standard Terms are hereinafter collectively referred to as the "Agreement". Any term or condition or standard of performance different from or in addition to the Agreement, whether set forth on Buyer's purchase order (a "Purchase Order") or otherwise proposed by Buyer, shall be deemed material, and is hereby objected to and rejected by Seller in all respects, and Seller's acceptance of any Purchase Order from Buyer is expressly limited to Buyer's acceptance of these Standard Terms. In the event of any conflict between these Standard Terms and any Transaction Documents, these Standard Terms prevail unless the parties expressly provide otherwise in a Transaction Document, in which case such terms in the Transaction Document will amend these Standard Terms only for the specific transaction to which they apply.

2. **ACCEPTANCE.** Buyer accepts the terms in Transaction Documents: (i) by signing them by hand or electronically, or (ii) unless otherwise required by law, by submitting a Purchase Order to Seller, accepting, using (or allowing others to use), or making any payment for Goods and/or Services. Any Goods and Services become subject to these Standard Terms when Seller accepts a Purchase Order by sending Buyer a Transaction Document, or shipping the Goods or providing Services to Buyer.

3. **DELIVERY/RISK OF LOSS.** Seller shall use reasonable commercial efforts to make delivery of Goods or perform Services within the time stated in a Transaction Document. Unless expressly provided otherwise in a Transaction Document, (i) deliveries of Goods shall be EXW (Incoterms 2010), conveyance loaded, from the facility, which Seller, in its sole discretion, selects to service Buyer, (ii) the title to Goods and risk of loss shall pass to Buyer at such time as possession of such Goods is given to a transportation carrier, and (iii) Seller has no obligation to obtain insurance for Buyer covering Goods in transit to Buyer. Seller has the right to make partial deliveries of Goods when Seller reasonably deems appropriate.

4. **PRICES/OTHER CHARGES.** Prices and charges for Seller's Goods and/or Services shall be invoiced at Seller's current prices and charges (including those listed in Seller's Service Guidelines) in effect at the time of shipment unless otherwise provided in a Transaction Document. In the event of any Change in Law or any material adverse change, event or effect, including any significant change in economic and competitive conditions, or dislocations in materials supply markets that, individually or in aggregate, modifies Seller's contractual obligations pertaining to Goods and/or Services, or directly or indirectly affects Seller's production or sale of Goods, and/or performance of Services, Seller reserves the right to adjust prices and charges for such Goods and/or Services in any Transaction Document. "Change in Law" includes any change in law, treaty, statute, rule, regulation, order, judgment, decree, executive order or official interpretation thereof or

other legal or regulatory determination by a court, regulatory or administrative agency, commission or governmental authority of competent jurisdiction, as the case may be, including imposition of or increase in any Taxes (as defined below), or other similar measures.

5. **TAXES.** Unless otherwise required by law, Buyer shall pay to Seller any and all Taxes (other than taxes on or measured by Seller's net income), which Seller may be required to pay to, or collect for, any government authority, whether local, state or federal, in connection with the sale, transportation, delivery or use of the Goods sold and delivered and/or upon performance of the Services by Seller. "Taxes" includes all present or future taxes, excises, fees, and duties, including tariffs, border adjustment taxes, import taxes, antidumping duties, countervailing duties and other similar charges, and any interest, fines and penalties with respect thereto, imposed, levied, collected, withheld or assessed by any governmental authority.

6. **FREIGHT.** Freight prepaid shipments shall be made by Seller's normal routing. Rail freight will be used at the discretion of Seller. Transportation and freight costs for prepaid shipments will be invoiced to Buyer. Additional charges may result for any less than full truck load shipments. If Seller arranges transportation for Buyer, such arrangements shall be at Buyer's sole risk and expense, and transfer of title and risk of loss shall not be affected thereby. In the event of any general increase or any ruling or regulation affecting transportation that results in increased freight costs or in the event any extraordinary transportation costs are charged to Seller subsequent to its invoice to Buyer, including but not limited to fuel surcharges. Seller, in its sole discretion, may include all such costs on Buyer's next invoice following the charge.

7. **CANCELLATION.** Buyer's wrongful nonacceptance of Goods, or cancellation or repudiation of any Purchase Order to purchase Goods or Services shall entitle Seller to recover, in addition to any incidental damages caused by Buyer's wrongful nonacceptance, cancellation or repudiation, either (a) in the case of Goods, the risk of loss of which has passed to Buyer at the time of nonacceptance, cancellation or repudiation, or Goods, which cannot reasonably be resold by Seller to a third party, or Services which have already been performed, the price of such Goods or Services, or (b) in the case of Goods for which other buyers exist or Services not yet performed, or where an action for the price is not otherwise permitted by law, damages equal to the profit (including reasonable overhead) which Seller would have realized had Buyer fully performed or, at Seller's option, twenty percent (20%) of the contract price as liquidated damages, plus, in the case of special orders, Seller's expenses, if any, incurred prior to receipt by Seller of notice of cancellation by Buyer, in connection with providing special Services, developing special tooling, purchasing special supplies and the like. In each situation set out in (i) and (ii) above, Seller shall also be entitled to recover any applicable costs of collection, the lesser of eighteen percent (18%) interest per annum or the maximum interest rate permitted by law, and Seller's reasonable attorney's fees ("Costs") incurred as a result of Buyer's wrongful nonacceptance.

8. **QUANTITY VARIATIONS.** In connection with any Transaction Document, Seller reserves the right to ship to and invoice Buyer for a quantity of Goods, which may vary in order to optimally fill a truck from the quantity specified in such Transaction Document, and Buyer shall accept delivery and pay for such revised quantity. Shortages or errors in quantity of Goods must be reported, in writing, by Buyer within thirty (30) days from receipt of shipment to secure an adjustment

for the same. In addition, claims for proof of delivery of a shipment must be made within fifteen (15) days from the scheduled delivery date.

**9. FORCE MAJEURE/SHORTAGES.** Neither party is responsible for delays or failure to fulfill its non-monetary obligations due to: (i) acts or circumstances beyond the reasonable control of Seller; (ii) acts of God, nature, unusually severe weather (including, floods, hurricanes, tornadoes or earthquakes), fires, accidents, or explosions; (iii) epidemics, quarantine restrictions, wars or hostilities; threats or acts of terrorism; infrastructure or communication failures; or data or security breaches; (iv) strikes or other labor difficulties (whether or not related to Seller's workforce); (v) embargoes or governmental actions (including any Changes in Law or Seller's failure to obtain any necessary permits, licenses or authorizations); or (vi) machine or equipment breakdown; inability or delay in obtaining raw materials, intermediates, power or other needed supplies or services on terms Seller deems commercially acceptable or otherwise; or delay or nonperformance by transporting carriers (each of the foregoing in this Section 9(i) – (vi) is a "Contingency"). Seller may also experience shortages as a result of raw material shortages, unexpected increases in demand for its Goods or Services, or otherwise. In the event of any such shortage or any Contingency, Seller reserves the right to allocate its production capacity, provision of Services, and supplies of raw materials and/or Goods among their various respective uses in any manner that Seller, in its sole discretion, determines to be fair and reasonable, and, if applicable, in compliance with the Defense Priorities and Allocations System regulations. Further, Seller is not obligated to (a) obtain raw materials, intermediates, or Goods from other sources or to allocate them from Seller's internal use; (b) utilize the production capacity of any facility of Seller other than the facility that Seller originally designated to manufacture Goods to fulfill a Transaction Document; or (c) resolve a strike, lockout or other labor problem in a manner which it does not, in Seller's sole discretion, deem advisable. The provisions of this Section shall be effective even though the shortage Contingency invoked by Seller shall have been in effect on the date a particular order was accepted.

**10. LIMITED WARRANTY/DISCLAIMER.** In the case of Goods sold by Seller with a separate written warranty, that warranty shall apply. Otherwise, Seller warrants only that (i) Goods shall be manufactured in accordance with Seller's specifications, and (ii) Services shall be performed as specified in a Transaction Document. *THE WARRANTY PROVIDED IN THIS SECTION IS THE ONLY WARRANTY PROVIDED BY SELLER AND IS IN PLACE OF AND TO THE EXCLUSION OF ANY OTHER WARRANTY, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS, ALL OF WHICH ARE EXPRESSLY EXCLUDED. TO THE FULLEST EXTENT PERMITTED BY LAW, SELLER SHALL NOT BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL (INCLUDING ANY LOST PROFITS) OR SPECIAL DAMAGES, FOR PUNITIVE DAMAGES, OR FOR DAMAGE TO THE BUILDING, ITS CONTENTS OR ITS OCCUPANTS. THIS WARRANTY CONTAINS ALL OF THE PROVISIONS OF BUYER'S REMEDIES FROM SELLER.* In no event shall Seller be responsible for Goods manufactured by other parties; such Goods shall carry only the warranty of the manufacturer.

**11. BUYER'S REMEDIES/LIMITATION OF LIABILITY.**

(a) Buyer's sole and exclusive remedy and the limit of Seller's liability for Goods or Services proven to be other than warranted, whether based upon breach of warranty, negligence, strict liability, tort, breach of contract or any other legal theory, shall be, at Seller's option: (i) replacement of the Goods or Services, without charge, carriage paid to Buyer's facility; or (ii) refund of the purchase price paid in respect of

such Goods or Services, plus commercially reasonable charges in connection with the return or disposition of Goods.

(b) Seller's sole liability with respect to the Goods and Services, for any and all loss or damage to Buyer, or any other loss, damage, expense or claim, resulting from any cause whatsoever (whether based on damaged or defective Goods, irrespective of whether such damages or defects are discoverable or latent, or Seller's limited warranty shall fail of its essential purpose, or any other reason), and whether based upon breach of warranty, negligence, strict liability, tort, breach of contract or any other theory, shall in no event exceed the aggregate purchase price of the particular Goods or the price of the Services with respect to which losses, damages, expenses or costs are claimed. Seller shall have no liability for the cost (of labor, disposal or otherwise) to remove a Good or install any new product(s). Seller shall have no liability to any person other than Buyer by virtue of the sale of the Goods, provision of Services, or any other matters contemplated by the Agreement, and Buyer shall add Seller as a party protected by Buyer's warranty and limit of liability provisions in Buyer's terms of sale. The limitation of liability set forth in this paragraph shall survive termination, expiration or cancellation of the Agreement.

(c) **THE FOREGOING IS THE ENTIRE OBLIGATION OF SELLER. TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL SELLER BE LIABLE FOR ANY CONSEQUENTIAL (INCLUDING ANY LOST PROFITS), SPECIAL, INCIDENTAL, INDIRECT OR PUNITIVE DAMAGES TO ANY PERSON, WHETHER BASED UPON BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, TORT, BREACH OF CONTRACT OR ANY OTHER THEORY, OR CAUSE OF ACTION, REGARDLESS OF WHETHER THE REPLACEMENT OR REFUND REMEDY SET FORTH ABOVE FAILS OF ITS ESSENTIAL PURPOSE OR FOR ANY OTHER REASON WHATSOEVER.**

(d) No statement or recommendation made or assistance given by Seller, or its representatives, either oral or in any literature or other documentation, to Buyer, its customers or any other persons in connection with the purchase, use or installation by Buyer, its customers or any other persons, of any Good or Services sold hereunder, shall constitute a waiver by Seller of any provision hereof or affect Seller's liability as herein defined; and no such statement, recommendation or assistance that is not expressly required by the Agreement shall subject Seller to any liability of any nature whatsoever.

**12. TIME PERIOD FOR BRINGING CLAIMS.** Buyer agrees that any claim arising out of or related to the Goods or Services purchased by Buyer not meeting the specifications or other product performance claims must be asserted, if related to the purchase of asphalt or asphalt-based products prior to transfer at flange to Buyer or if related to the purchase of Goods other than bulk asphalt products, within ninety (90) calendar days from the date such Goods (other than bulk asphalt products) were invoiced to Buyer or the date such Services were performed. Buyer further agrees that any claim regarding overpayment or credits issued by Seller must be asserted within one hundred twenty (120) days from the date such Goods or Services were invoiced to Buyer. All such claims not asserted within the above stated time frames shall be deemed irrevocably waived and absolutely barred, unless otherwise prohibited by applicable law.

**13. TERRITORIAL RESTRICTIONS FOR GOODS SOLD INTO CANADA.** If Seller sells Goods into Canada, Buyer shall only sell and distribute these Goods within Canada. Indirect or direct sale or distribution of such Goods outside of Canada constitutes a material breach. Buyer assumes all risk and liability for any Goods sold by Buyer or any customer of Buyer outside Canada.

**14. SAFETY AND HEALTH INFORMATION.** Seller has supplied or made available to Buyer information (including but not limited to Safety Data Sheets) and warnings concerning the safety and

health aspects of the Goods. Buyer agrees to communicate such information and warnings to Buyer's employees, agents, contractors and customers, and to require such persons to further communicate such information and warnings to all persons that they may reasonably foresee will be exposed to or handle such Goods.

**15. INTELLECTUAL PROPERTY.** The purchase of Goods or Services from Seller shall not entitle Buyer to any property interest in Seller's intellectual property, including its trademarks, trade names, trade secrets, patents, know-how or other proprietary rights of any nature whatsoever, whether or not incorporated in the Goods covered by the Agreement, and Buyer will not attempt to reverse-engineer any such Goods or disclose or use any such intellectual property without Seller's prior written consent. Nothing in the Agreement operates to grant Buyer a right to use, register, or otherwise identify Buyer or its business with the name, trademark, service mark or other identity of Seller. Should Buyer violate this provision, Seller may avail itself of all remedies provided for by law or in equity, including injunctive relief. Seller shall have no liability to Buyer for any action or claim alleging infringement based upon (i) the use of any Good or in combination with other products, (ii) the alteration, modification or customization of any Good by any person other than Seller, or (iii) Goods provided pursuant to designs, specifications, drawings, or requirements provided by Buyer or at its direction, or alteration, modification, or customization requests provided by Buyer or at its direction. In the event of an infringement action or claim against Seller which is based on any conduct described in the preceding sentence, Buyer shall at its own expense defend such action or claim, and Buyer shall pay any and all damages and costs finally awarded against Seller in connection with such action or claim, provided that Seller notifies Buyer promptly in writing of such action or claim, Seller gives Buyer sole control of the defense thereof (and any negotiations for its settlement or compromise; provided, however, in no event shall any settlement or compromise contain an admission(s) of Seller without Seller's prior written consent), and Seller cooperates in the defense thereof at Buyer's expense. Notwithstanding the absence of any such obligation(s), Seller reserves the option, in its sole discretion and at its expense, to assume at any time defense of any such claim.

**16. EXPORT SALES.** Buyer represents and warrants that it has complied and/or will comply with all applicable laws, rules and regulations pertaining to the export, import and movement of Goods sold hereunder. All drawbacks of duties paid on items used in the manufacture of the Goods delivered hereunder shall accrue to Seller, and Buyer agrees to furnish Seller with all documents and cooperation necessary to obtain payment of such drawbacks.

**17. TERMS OF PAYMENT.**

(a) Terms of payment shall be net thirty (30) days from the date of Seller's invoice, unless other specific terms of payment are stated in a Transaction Document. If at any time Seller, in its sole discretion, deems Buyer's credit unsatisfactory or in any way impaired, Seller reserves the right, among other remedies, to terminate a Purchase Order, and suspend further deliveries; or require payment either by: (i) cash with the order; (ii) cash payment by sight draft against bill of lading; or (iii) cash on delivery (C.O.D.). Under (ii) and (iii) above, Buyer will be responsible for all of Seller's Costs as defined herein.

(b) Cash discounts as set forth in a Transaction Document are allowed only on the sales value of the Goods or Services. Transportation costs and other "add-on" charges are excluded. Seller will compute and show on Buyer's invoice the exact amount of any cash discount allowed. Buyer will not be allowed a cash discount, rebate, and/or promotional or other allowance pertaining to any Buyer's Purchase Order not accepted in writing by Seller, or while any past due invoice remains unpaid. No future datings may be given on invoices. Except as otherwise agreed, invoices are payable in U.S.A. currency only. If Buyer fails to pay the price for Goods or Services when due, Seller shall be entitled to recover in addition to the purchase price and Seller's Costs as defined herein, all additional damages resulting from

Buyer's breach. Any Buyer who makes payment by check or draft which is returned due to non-sufficient funds will be assessed a fee of \$50.00 for each returned check.

(c) Notwithstanding any provision contained herein to the contrary, each shipment of Goods or each provision of Services by Seller shall be deemed a separate and independent transaction, and payment therefore shall be made accordingly.

(d) Buyer agrees to pay for the Goods and Services according to the terms designated in a Transaction Document. If Buyer fails to make any payment to Seller when due, the Buyer's entire account(s) with Seller shall become immediately due and payable; and Seller may repossess and remove any such product without notice or demand, or may require Buyer to assemble the collateral and make it available to allow Seller to take possession. All past due amounts are subject to a service charge equal to the lesser of one-point five percent (1.5%) per month or, at Seller's option, up to the maximum rate permitted by law. If Buyer is in default for non-payment, then in addition to other remedies, Buyer agrees to reimburse Seller all costs of collections, including reasonable attorneys' fees, whether or not litigation is commenced.

**18. SET-OFF RIGHTS.** Seller shall have a right of setoff against all money, accounts, rebates, credits, and other property of Buyer, now or hereafter in possession of or maintained by Seller, and, following a default, such right of setoff may be exercised without demand upon or notice to Buyer. No right of setoff shall be deemed to have been waived by any act of conduct on the part of Seller, or by any neglect to exercise such right of setoff or to enforce such lien, or by any delay in so doing, and every right of setoff shall continue in full force and effect until such right is specifically waived or released by an instrument in writing executed by Seller.

**19. RETURN OF GOODS.** Goods (other than products covered by negotiated agreements, bulk asphalt products, Basement Finishing System™ products, or made to order and special-order items) may only be returned for credit with the written permission of Seller within ninety (90) days from the date of receipt of the Goods. Bulk asphalt products, and made to order and special-order items are not returnable. Only standard Goods regularly maintained in stock by Seller and in resalable condition will be considered for return by Buyer for credit. Goods must be returned to Seller in original packaging, and in package quantities, be in good, resalable condition, freight prepaid. Credit for returned Goods will be allowed in Seller's sole discretion based on the condition of the returned Goods. Special packaging by Buyer may be necessary to protect Goods returned in less than full truckload quantities. In no event shall Buyer's credit exceed ninety percent (90%) of the original or then current purchase price for the Goods delivered to Buyer, whichever is the lower, less freight paid by Seller on the original shipment to Buyer, if any.

**20. DEFAULT/TERMINATION.**

(a) The Agreement shall terminate automatically, without necessity of notice, in the event that Buyer makes an assignment for the benefit of creditors, is adjudicated a bankrupt, or in the event of the filing of any voluntary or involuntary petition in bankruptcy against Buyer or the appointment of a receiver for Buyer or any substantial part of its properties.

(b) Except as otherwise specifically provided herein, if either party fails to perform any material terms of the Agreement, the other party may, in its sole discretion: (i) defer its performance under the relevant Transaction Documents until the default is cured by the defaulting party, or (ii) treat such default as a breach of the relevant Transaction Document(s) if such default is not cured within thirty (30) days after the giving of notice thereof to the defaulting party (or, in the case of default in payment of monies, within seven (7) calendar days)

and terminate any such Transaction Document(s) immediately following the notice to the defaulting party.

(c) Notwithstanding the foregoing, if a Purchase Order is issued in support of a U.S. Government prime contract or subcontract, Buyer may terminate such Purchase Order, in whole or in part, if Seller fails to: (i) deliver Goods or perform Services within the time specified in the relevant Transaction Document; (ii) make progress, so as to endanger performance of the purchase order; or (iii) perform any of the other material provisions of the purchase order; provided that the Seller does not cure such failure within seven (7) business days (or more if authorized by Buyer) after receipt of the written notice from Buyer specifying the failure. Buyer must pay Seller the Transaction Document price for completed Goods delivered to Buyer or Services performed by Seller prior to the date of termination. In no event shall Seller's liability to Buyer under the Transaction Document exceed the Transaction Document price. If, after termination, it is determined that Seller was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if Buyer materially breached the Transaction Document in accordance with Section 20(b).

## 21. GOVERNMENT CONTRACT PROVISIONS.

(a) If the face of the Purchase Order indicates that it is issued in support of a U.S. Government prime contract or subcontract, the Purchase Order is a Federal Acquisition Regulation ("FAR") Part 12, commercial item, firm fixed-price subcontract that may incorporate by reference, and with the same force and effect as if they were provided in full text, only the following FAR clauses that: (i) Buyer is required by its prime contract or higher-tiered subcontract to include in the Purchase Order; and (ii) Seller agrees to in writing;. For purposes of such Purchase Order, to the extent applicable, the following FAR clauses shall be interpreted as if "Government" means "Buyer", "Contracting Officer" means Buyer's Program Manager (or authorized designee), "Contract" means the relevant "Purchase Order", "Offeror" means "Seller", "Contractor" means "Seller", and "Disputes clause" means Section 24 of these Standard Terms.

FAR Clause	Title	Date
52.203-13	Contractor Code of Business Ethics and Conduct <i>(only applies if a Purchase Order is expected to the threshold in FAR 3.1004(a) and the performance period is more than 120 days)</i>	NOV 2021
52.203-15	Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 <i>(only applies if a Purchase Order is funded under the Recovery Act)</i>	JUN 2010
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements	JAN 2017
52.204-21	Basic Safeguarding of Covered Contractor Information Systems	NOV 2021
52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities	NOV 2021
52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment	NOV 2021
52.219-8	Utilization of Small Business Concerns	OCT 2018
52.222-21	Prohibition of Segregated Facilities	APR 2015

52.222-26	Equal Opportunity	SEP 2016
52.222-35	Equal Opportunity for Veterans	JUN 2020
52.222-36	Equal Opportunity for Workers with Disabilities	JUN 2020
52.222-37	Employment Reports on Veterans	JUN 2020
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC 2010
52.222-50	Combating Trafficking in Persons	NOV 2021
52.222-55	Minimum Wages under Executive Order 13658	NOV 2020
52.222-62	Paid Sick Leave Under Executive Order 13706	JAN 2017
52.224-3	Privacy Training	JAN 2017
52.225-26	Contractors Performing Private Security Functions Outside the United States	OCT 2016
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	NOV 2021
52.247-64	Preference for Privately Owned U.S.-Flag Commercial Vessels	NOV 2021

(b) If the face of a Purchase Order indicates that it is issued in support of a U.S. Government prime contract or subcontract with a specific agency, Seller is only required to comply with the applicable agency FAR supplemental clauses that: (i) Buyer is required by its prime contract or higher-tiered subcontract to include in the Purchase Order based on the contract type, value, and scope of work; and (ii) Seller agrees to it in writing.

(c) **Changes.** When directed by the U.S. Government, Buyer may make changes within the general scope of the Purchase Order in any one or more of the following: (i) description of Services to be performed; (ii) time of performance of Services (i.e., hours of the day, days of the week, etc.); (iii) place of performance of Services; (iv) drawings, designs, or specifications when the Goods to be furnished are to be specially manufactured for Buyer in accordance with the drawings, designs or specifications; (v) method of shipment or packing of Goods; or (vi) place of delivery of Goods. If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under the Purchase Order, whether or not changed by the change order, Seller shall make an equitable adjustment in the Transaction Document price, the delivery schedule, or both, and shall modify the Transaction Document accordingly. Seller will assert its right to an adjustment under this Section 21(c) within twenty-five (25) days from the date of receipt of the written change order. However, if Seller decides that the facts justify it, Seller may receive and act upon a proposal submitted any time before final payment of the Purchase Order. Failure to agree to any adjustment shall be a Dispute under Section 24 of these Standard Terms.

(d) **Stop-Work Order.** When directed by the U.S. Government, Buyer may, by written order to Seller, require Seller to stop all, or any part, of the work called for by a Purchase Order for a period of ninety (90) days after the order is delivered to Seller, and for any further period to which Buyer and Seller may agree in writing. The order shall be specifically identified as a stop-work order issued under this Section 21(d). Upon receipt of the stop-work order, Seller shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work order is delivered to Seller, or within any extension of that period to which the parties shall have agreed, Buyer shall either: (i) cancel the stop-work order; or (ii) terminate the work covered by the order. If a stop-work order is canceled or the period of the order or any extension thereof expires, Seller shall resume work. Seller shall make an equitable adjustment in the delivery schedule or Transaction Document

price, or both, and the Transaction Document shall be modified, in writing, accordingly. If the stop-work order is not canceled and the work covered by the order is terminated for convenience, Buyer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement. If a stop-work order is not canceled and the work covered by the order is terminated for default, Buyer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(e) **Termination for Convenience.** When directed by the U.S. Government, Buyer may terminate a Transaction Document for convenience, in whole or in part, by delivering to Seller a notice of termination specifying the work terminated and the effective date of the termination. Upon receipt of a notice of termination, Seller shall immediately stop all work specified in the notice and immediately direct all of its subcontractors or suppliers to stop work. Buyer shall pay Seller for the completed Goods and Services up to the effective date of the termination and a percentage of the contract price reflecting the percentage of the work performed prior to the effective date of the termination but not yet completed, plus reasonable charges Seller can demonstrate to the reasonable satisfaction of Buyer using its standard record keeping system, have resulted from the termination. Seller shall not be required to comply with the cost accounting standards or FAR contract cost principles for this purpose. This paragraph does not give Buyer or the government any right to audit Seller's cost or financial records unrelated to the termination.

**22. ENTIRE AGREEMENT.** The Agreement constitute the entire agreement between Seller and Buyer with respect to the matters contained therein, and supersedes all prior oral or written representations, proposals, correspondence, discussions, negotiations and agreements. No course of prior dealings and no usage of the trade shall be relevant to supplement, explain or modify any terms of the Agreement.

**23. RELATIONSHIP OF PARTIES.** Seller and Buyer are independent contracting parties and nothing in the Agreement shall be construed as constituting or making Buyer or Seller as franchiser, franchisee, partner, broker or agent of the other. Each party is an independent contractor and neither shall have any power, right or authorization to bind the other or to assume or create any obligations or responsibilities, express or implied, on behalf of the other or in the other's name.

**24. MANDATORY ARBITRATION.**

(a) To the extent permitted by applicable law, Seller and Buyer agree to arbitrate all disputes and claims arising out of or relating to the Agreement, and/or any sale of Goods and/or performance of any Services by Seller ("Dispute"). The Agreement evidences a transaction in interstate commerce, and the Federal Arbitration Act governs the interpretation and enforcement of this provision. A party who intends to seek arbitration must first send to the other, by certified mail, a written notice of intent to arbitrate ("Notice"). The Notice to Seller should be addressed to: One Owens Corning Parkway, Toledo, Ohio 43659 ("Arbitration Notice Address"). The Notice must (i) describe the nature and basis of the claim or dispute; and (ii) set forth the specific relief sought ("Demand"). If the parties do not reach an agreement to resolve the claim within 30 days after Notice is received, Seller or Buyer may commence an arbitration proceeding. All issues are for the arbitrator to decide, including the scope of this arbitration clause, but the arbitrator is bound by the terms of the Agreement. The arbitration shall be governed by the Commercial Dispute Resolution Procedures ("AAA Rules") of the American Arbitration Association ("AAA"), as modified by the Agreement, and shall be administered by the AAA. The place of arbitration will be Toledo, Ohio, USA.

(b) **BUYER AND SELLER HEREBY WAIVE THE RIGHT TO A TRIAL BY JURY.** The arbitrator shall have the power to grant any remedy or relief that the arbitrator deems just and equitable,

including but not limited to injunctive relief, whether interim and/or final, and any provisional measures ordered by the arbitrators may be enforced by any court of competent jurisdiction. Notwithstanding the foregoing, nothing in the Agreement shall prevent either party from seeking any provisional/ preliminary relief (including, but not limited to, injunctions, attachments or other such orders in aid arbitration) from any court of competent jurisdiction, and any such application to a court for provisional/preliminary relief shall not be deemed incompatible with the agreement to arbitrate or a waiver of the right to arbitrate. The arbitrator may award injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim.

(c) **BUYER AND SELLER AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION.** Unless both Buyer and Seller agree, no arbitrator or judge may consolidate more than one person's claims or otherwise preside over any form of a representative or class proceeding. The arbitrator may award injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. If a court decides that applicable law precludes enforcement of any of this paragraph's limitations as to a particular claim for relief, then that claim (and only that claim) must be severed from the arbitration and may be brought in court.

(d) Buyer and Seller agree that the following Disputes are not subject to the above provisions concerning binding arbitration: (i) any Disputes seeking to enforce or protect, or concerning the validity of, any of the intellectual property rights of a party; and (ii) any Dispute related to, or arising from, allegations of theft, piracy, invasion of privacy, or unauthorized use.

**25. GOVERNING LAW.** The Agreement and all Disputes shall be governed by the United States Federal laws and the laws of the State of Ohio without regard to its conflict of laws provisions. If there are any Disputes that cannot be arbitrated pursuant to Section 24, each party hereto submits to the non-exclusive jurisdiction of any state or federal court sitting in Ohio in any action or proceeding relating to or arising out of the Agreement. However, to the extent any sale of Goods and/or Services is executed by a Canadian affiliate of Owens Corning Sales, LLC, then the applicable law shall be that of the Province of Ontario without regard to its conflict of laws provisions or any other provision of Ontario law that would require or permit the application of the substantive law of any other jurisdiction to govern any action or proceeding relating to or arising out of the Agreement. The rights and obligations of the parties hereunder shall not be governed by the 1980 U.N. Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transaction Act ("UCITA").

**26. SEVERABILITY.** If any provision of the Agreement is deemed invalid or unenforceable by an arbitrator or any court of competent jurisdiction or under any statute, regulation, ordinance, executive agreement or other rule of law, such provision shall be deleted or modified, at the election of the parties, but only to the extent necessary to comply with such ruling, statute, regulation, ordinance, agreement or rule, and the remaining provisions of the Agreement shall remain in full force and effect.

**27. NON-WAIVER.** No change, modification or waiver of any provision of the Agreement shall be valid or binding unless it is accepted by Seller in writing. A waiver by either party of any breach or failure to enforce any term or condition of the Agreement shall not in any way affect, limit or waive such party's right at any time to enforce strict compliance with that or any other term or condition of the Agreement.

**28. NON-ASSIGNMENT.** Buyer may not assign its rights or delegate its obligations under the Agreement without Seller's prior written consent.



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