

BRIDGEWELL TRUSS LLC

Terms and Conditions of Sale

Effective Date: August 04, 2026

These Terms and Conditions of Sale (these “Terms”) govern the sale of goods including without limitation roof trusses, floor trusses, wall panels, engineered wood products, lumber, hardware, connectors, and related building components, together with all design, engineering, and drafting services incident to their manufacture (collectively, the “Goods”), by Bridgewell Truss LLC, a Delaware limited liability company (“Seller”), to the purchaser identified on Seller’s quotation, order acknowledgment, or invoice (“Buyer”). These Terms, together with Seller’s quotation, order acknowledgment, and invoice for a transaction, constitute the entire agreement between the parties for that transaction (the “Agreement”). Seller’s offer to sell is conditional on Buyer’s acceptance of these Terms.

1. Acceptance; Exclusive Terms

Buyer accepts these Terms by signing or issuing a purchase order for the Goods; instructing Seller to proceed; providing Approval of Documents; accepting Delivery; or making any payment to Seller. Acceptance creates an “Order”, which is Buyer’s binding commitment to purchase the Goods. Seller rejects any additional or different term in any purchase order, subcontract, prime contract, flow-down provision, credit document, invoice acknowledgment, website term, or other Buyer communication whether submitted before or after these Terms, and no such term binds Seller unless set forth in a writing signed by an authorized Seller officer that expressly identifies the term being modified.

Seller shall not be bound by, and Buyer shall not make Seller a party to, any contract to which Buyer is a party, including any prime contract, general conditions, project manual, or owner-imposed requirement, whether or not it purports to incorporate or flow down terms to Seller.

The parties intend this Agreement as a contract for the sale of goods under Article 2 of the Uniform Commercial Code as adopted in North Carolina, and that Seller’s obligations, including preparing Documents, are incident to that sale. These Terms control over the Uniform Commercial Code to the fullest extent the parties may lawfully vary its provisions.

2. Quotations, Prices, and Price Validity

Seller bases quoted prices on the plans, quantities, and other project information furnished at the time of quotation and on Seller’s standard hardware and connector plates, and shall quote special hardware, specialty connectors, hangers, and non-standard materials separately. Prices exclude any bonding, prevailing wage, certified payroll, or project-specific insurance requirement not expressly quoted; if Seller later learns the Goods are subject to any such item, Buyer shall pay the resulting surcharge without a Change Order. Quoted prices are only valid if accepted prior to the expiration of the applicable quotation. Seller may pass through, and reflect on its invoice, any increase in the cost of materials (lumber, connector plates and hardware), fuel, or freight for quotations accepted after the applicable quotation expiration date.

3. Scope of Work; Items Not Furnished

Seller shall furnish only the items expressly enumerated in its quotation or order acknowledgment. Unless expressly listed there, Buyer is solely responsible for, and Seller has no obligation to furnish or perform: permanent or temporary bracing (other than lateral web bracing locations shown on Seller’s Shop Drawings); bridging, blocking, strongbacks, or backer panels; hangers, straps, bolts, nails, screws, or other field fasteners; girder ply fastening; installation, erection, or crane service; field modification or repair; jobsite storage or protection; structural engineering or design; Sealed Truss Design Drawings (Section 4) for any jurisdiction; and unloading, distribution, or spreading of Goods at the jobsite. Buyer is also solely responsible for installation, erection, bracing, and the means, methods, and sequences of construction, and Seller has no obligation regarding those activities. Goods furnished by Seller will be graded based on official grading rules issued by the manufacturer’s association covering the items when they were produced. In the event of a dispute over the grade of Goods, the reinspection and shipping provisions issued by the manufacturer’s association in effect when the items were sold will constitute part of the Agreement between Seller and Buyer and will govern the resolution of the dispute.

4. Shop Drawings; Approval; Project Data

Buyer shall provide Seller accurate and complete loads, spans, bearing conditions, specifications, and other structural parameters for fabrication of the Goods (the “Design Criteria”), together with accurate plans and field dimensions (“Plans,” and with Design Criteria, the “Project Data”). Buyer is solely responsible for errors, omissions, or code deficiencies in Project Data furnished by Buyer or Buyer’s architect, engineer, contractor, or other representative (collectively, “Buyer’s Agents”).

In reliance on the Project Data, Seller shall prepare and submit for Buyer’s review the fabrication drawings for individual components (the “Shop Drawings”) and a diagram showing component placement (the “Truss Placement Diagram”). If expressly provided in the quotation, Seller shall also furnish sealed design drawings for the components Seller designed (“Sealed Truss Design Drawings”). Any Sealed Truss Design Drawings together with Shop Drawings and Truss Placement Diagram are collectively referred to herein as the “Documents”. Seller may optimize the Shop Drawings so long as the Design Criteria are met.

Seller shall not begin Fabrication until Buyer or Buyer’s authorized agent has examined and approved the Documents in writing (“Approval”). Approval represents that the job has been field measured, that the Documents and dimensions shown are correct, and that

Seller may proceed with Fabrication and Delivery. Buyer shall promptly return the Approved Documents; delay in doing so extends Seller's delivery schedule and may result in a price adjustment.

5. Seller Is Not an Architect or Engineer

Buyer acknowledges and agrees that Seller is a component manufacturer, not the architect, engineer of record, or building designer for the project. Seller owes no professional duty beyond those expressly assumed in this Agreement, shall not render architectural or engineering services, and shall not review, verify, or assume responsibility for the adequacy, completeness, or code compliance of building plans, structural design, structural loading information, bearing conditions, foundations, other Project Data, or the work of other trades. Seller's preparation of Shop Drawings, the Truss Placement Diagram, and Sealed Truss Design Drawings is incidental to its manufacture and sale of the Goods and is not an independent rendition of professional engineering or architectural services.

The Truss Placement Diagram and any other layout, guideline, or instruction Seller furnishes are for general guidance in placing Seller's components only and do not impose a design professional's standard of care on Seller. Buyer and Buyer's Agents shall confirm that all Project Data, including the framing plans and structural loading information, comply with the applicable building code and the authority having jurisdiction. Where Seller furnishes Sealed Truss Design Drawings, the seals apply solely to those individual components and not to the Truss Placement Diagram, the structural system, or the building as a whole.

6. Changes and Change Orders

Any change to the Approved Documents, Project Data, quantities, profiles, or scope requiring Seller to re-compute engineering or re-schedule production must be documented in a written change order signed by Buyer and an authorized Seller representative; no unsigned change order is effective, and Seller has no obligation to perform changed work without one.

Seller shall bill changes at its then-current rates; unless otherwise quoted, engineering and design support required by a change is billed at Seller's published hourly rate, subject to a two-hour minimum, and Seller may adjust the contract price for added material, labor, plant scheduling, and freight costs.

7. Special Order Goods; Cancellation

Buyer acknowledges that trusses, wall panels, and engineered components are specially designed and fabricated for a specific structure, have no resale value, and are not returnable; all Goods are special-order Goods.

Buyer shall not cancel an Order except on terms reimbursing Seller for all expenses incurred and profit lost. Unless Seller agrees otherwise in writing, Buyer shall pay: (a) 5% of the contract price if cancellation occurs before Seller completes the Shop Drawings; (b) twenty-five percent (25%) if cancellation occurs after Seller completes the Shop Drawings but before Fabrication commences, unless subsection (c) applies; (c) seventy-five percent (75%) if the Order includes Sealed Truss Design Drawings and cancellation occurs after Seller completes those drawings but before Fabrication commences; and (d) one hundred percent (100%) of the contract price for the entire Order if Fabrication of any portion has commenced. "Fabrication" commences when Seller cuts, assembles, or presses materials for a specific Order.

If Buyer fails to accept Delivery within thirty (30) days after Seller notifies Buyer the Goods are ready, or requests deferral of Delivery more than sixty (60) days beyond the scheduled date, Seller may treat the Order as cancelled by Buyer, invoice Buyer under this Section, and dispose of the Goods without further liability. Disposal does not reduce amounts owed, and Buyer remains liable for reasonable disposal and storage costs.

8. Credit; Payment Terms

Payment terms, which may include deposit requirements, pre-payment, or bonds, shall be set forth in the quotation. Unless the quotation states otherwise, Buyer shall pay each structure or phase of a multi-structure or multi-phase Order in full before Seller delivers that unit, though Seller shall bill the total contract price under the Order. Seller shall extend credit only to approved firms or individuals, and Buyer's credit remains subject to Seller's ongoing approval.

If Seller has reasonable grounds for insecurity regarding Buyer's ability or willingness to pay — including a missed or late payment, a material adverse change in Buyer's financial condition, a bankruptcy or insolvency proceeding, or a similar event — Seller may change payment terms, including requiring a deposit, progress payments, cash in advance, payment in full before Fabrication or Delivery, a payment bond, a joint check agreement, or other satisfactory security, and may limit, suspend, or cancel Buyer's credit or Order if Buyer fails to provide it. If Buyer fails to make any payment when due, Seller may withhold further shipments on any Order, suspend performance, or treat the Agreement as breached.

Buyer shall pay all amounts owed to Seller regardless of whether Buyer has received payment from any owner, lender, general contractor, or other party, and no "pay-if-paid" or "pay-when-paid" provision shall apply to amounts owed to Seller.

9. No Set-Off, Backcharge, or Retainage

Buyer shall pay all amounts owed to Seller in full, without set-off, deduction, backcharge, or withholding for any amount Buyer claims Seller owes, regardless of any dispute or controversy between the parties. Buyer shall not take any deduction, adjustment, credit, or backcharge (including for Goods stolen or damaged at the jobsite, unauthorized repairs, disassembly, delay, or acceleration) without Seller's prior written investigation and approval, and shall not withhold retainage from amounts due to Seller unless an authorized Seller officer expressly agrees in a signed writing. Buyer shall report any invoice discrepancy to Seller in writing within ten (10) days after the invoice date, or shall be deemed to have accepted the invoice as correct. Seller reserves the right to correct clerical, arithmetical, and typographical errors.

10. Finance Charges; Collection Costs

Buyer shall pay a finance charge on past-due balances at 1.5% per month (18% per annum), or the maximum rate permitted by law, whichever is less, from the due date until paid in full. Buyer shall pay Seller's costs of collection or enforcement, including reasonable attorneys' fees, court costs, and expert fees, whether or not an action is filed. As to indebtedness governed by N.C. Gen. Stat. § 6-21.2, attorneys' fees shall be as provided in that statute, capped at fifteen percent (15%) of the outstanding balance.

11. Taxes

All prices exclude federal, state, county, municipal, and similar excise, sales, use, and occupational taxes. Seller shall add to the price, and Buyer shall pay, any such tax Seller must pay or collect. Sales tax is determined under the law of the state where title passes and applies until Buyer furnishes a valid exemption certificate.

12. Delivery; Title and Risk of Loss

Seller and Buyer shall establish approximate delivery dates by mutual agreement when the Order is placed. Deliveries will begin no earlier than the Start Delivery Date (as such term is defined in the Order) and end no later than the End Delivery Date (as such term is defined in the Order). Any changes to the delivery dates, as approved by an authorized Seller representative, are subject to reasonable manufacturer lead times.

"Delivery" means (a) Buyer's receipt of possession of the Goods at the delivery location, or (b) if Buyer directs shipment by common carrier, Seller's delivery of the Goods to the carrier at Seller's plant or other shipping point. Any date on Seller's quotation or acknowledgment is only an estimate and not a guarantee of Delivery on a particular day; time is not of the essence for Delivery. Except for Seller's willful misconduct or gross negligence, Seller is not liable for damages from any failure to make Delivery or delay in Delivery, and Buyer's sole remedy for delay is an extension of the delivery schedule. Unless the quotation states otherwise, Seller shall make Delivery by truck to the delivery address Buyer furnishes, or to the nearest passable road, and may do so in installments. Buyer shall furnish the delivery address and directions before the shipment date.

Title to and risk of loss of the Goods pass to Buyer upon Delivery. Seller retains a purchase-money security interest in the Goods and proceeds until Buyer pays the purchase price in full. Buyer authorizes Seller to file financing statements necessary to perfect that interest.

13. Jobsite Access; Unloading; Proof of Delivery

Buyer shall provide safe, unobstructed access to the delivery location adequate for a fully loaded tractor-trailer and a safe, level, unobstructed location for the Goods. Unless unloading is expressly included in Seller's quotation, Buyer is solely responsible for unloading and for scheduling and paying for any crane, forklift, or other equipment required by the Goods' size or by site conditions, and shall ensure the Goods are unloaded on the ground as near as practicable to the structure and not placed into, onto, or within any building or structure.

Buyer shall notify Seller before Delivery if site conditions make Delivery hazardous or could damage property or Seller's equipment. If Buyer fails to do so, Seller may postpone Delivery, and Buyer shall pay all costs of additional attempts, standby time, towing, and resulting damage. Buyer shall indemnify Seller against claims for damage to sidewalks, driveways, curbing, irrigation systems, drain fields, septic or sewer lines, utilities, fences, landscaping, or other site improvements arising from Delivery on the route Buyer designated or permitted.

The delivery driver's signed delivery ticket constitutes proof of Delivery. If Buyer requires a countersignature, Buyer shall state that requirement when placing the Order and have an authorized signatory present at the scheduled time; otherwise, Buyer is deemed to have accepted all Goods shown on the ticket, and Seller may reschedule Delivery at Buyer's expense.

14. Storage; Delayed Delivery; Weather Exposure; Changes in Cost

If Buyer requests that Seller hold or store the Goods beyond the scheduled Delivery date, or cannot receive them, Buyer shall pay Seller's reasonable storage charges from the date the Goods are ready for Delivery, and Delivery and the passage of risk of loss are deemed to occur on that date.

Because trusses and other untreated wood components require prompt installation and enclosure within the building envelope, Buyer shall promptly install and enclose the Goods. Seller provides no warranty, and has no liability for mold, mildew, discoloration, warpage, checking, splitting, distortion, deterioration, corrosion, or loss of plate embedment, for Goods held, stored, or exposed to weather beyond the scheduled Delivery date, and may require a written warranty waiver as a condition of Delivery of Goods so held. Buyer shall be solely responsible for protecting, covering, blocking, and properly storing the Goods from the time risk of loss passes to Buyer.

Unless otherwise specified, Buyer is responsible for: any change in cost of materials, insurance premiums, destination, or other delivery or shipping charges arising for Deliveries made after the End Delivery Date (as such term is defined in the Order). In connection with the foregoing, Seller may pass through, and reflect on its invoice, any increase in the cost of materials (including lumber, connector plates and hardware), fuel, or freight occurring after the End Delivery Date (as such term is defined in the Order).

15. Inspection; Acceptance; Rejection

Buyer shall inspect the Goods immediately upon Delivery, note any claim of shortage, visible damage, or nonconformity on the delivery ticket at Delivery, and confirm it to Seller in writing within forty-eight (48) hours after Delivery. Buyer shall assert any latent nonconformity in writing within five (5) business days after discovering it or reasonably should have, and in any event before the Goods are installed.

These periods are reasonable given the nature of the Goods and the pace of construction. If Buyer fails to give timely written notice, Buyer irrevocably accepts the Goods and waives its right to reject, revoke acceptance, or claim breach of warranty as to that condition.

Buyer shall afford Seller a reasonable opportunity to inspect allegedly nonconforming Goods in place and unaltered before removing, repairing, or modifying them, and shall preserve and protect such Goods pending any claim; doing otherwise waives the claim. If Seller substantiates a claim, it may, at its sole option, repair or replace the Goods or issue a credit or refund of the allocable purchase price.

Seller's acceptance of returned Goods for inspection is not an admission of nonconformity, and Buyer shall not return non-defective Goods without Seller's prior written authorization.

16. Limited Warranty

Seller warrants to the original Buyer only, for a period of one (1) year from Delivery, that: (a) Goods manufactured by Seller will conform in material respects to the Design Criteria as set forth in the Approved Documents; (b) Goods manufactured by Seller will be fabricated in accordance with the applicable standards of the Truss Plate Institute and the Structural Building Components Association in effect at the time of manufacture; (c) Seller will convey good title to the Goods; and (d) the Goods will be delivered free of any security interest, lien, or encumbrance created by Seller and unknown to Buyer.

Seller's warranty extends solely to the Goods' conformity with the Design Criteria in the Approved Documents. Seller does not warrant the accuracy, adequacy, completeness, or code compliance of Project Data furnished by Buyer or Buyer's Agents; Buyer is solely responsible for its accuracy, and Seller may rely on it without independent verification.

This warranty does not extend to: Goods not manufactured by Seller, as to which Buyer's sole recourse is the manufacturer or supplier, whose assignable warranties are hereby assigned to Buyer; variations in wood color, shade, grain, texture, or natural characteristics; ordinary checking, splitting, cupping, bowing, twisting, or shrinkage within industry tolerance; or Goods improperly stored, handled, transported, installed, braced, altered, field modified, overloaded, neglected, abused, exposed to moisture or weather, or used inconsistently with the Approved Shop Drawings or published handling and bracing guidelines. Mold can occur naturally on lumber from a variety of sources including airborne spores which feed on sugars and starches in wood. Seller makes no representation or warranty of any kind, express or implied, regarding the existence or non-existence of mold on the Goods.

This warranty is not assignable and does not run to any subsequent purchaser, owner, occupant, lender, or other third party, and no third party may enforce it against Seller. No employee, agent, or representative of Seller is authorized to make any warranty beyond this Section, and no oral or written statement, brochure, sample, or advice constitutes a warranty or may be relied upon by Buyer.

17. Disclaimer of Other Warranties

EXCEPT FOR THE LIMITED WARRANTY EXPRESSLY SET FORTH IN SECTION 16, THE GOODS ARE PROVIDED AS-IS AND SELLER DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY, ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTY ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE. BUYER SHALL BE SOLELY RESPONSIBLE FOR SELECTING THE GOODS IT PURCHASES, DETERMINING THE PURPOSES FOR WHICH THEY WILL BE USED, AND DETERMINING WHETHER THEY MAY BE USED IN COMBINATION WITH OTHER MATERIALS. BUYER AGREES THAT IT IS NOT RELYING ON THE SKILL OR JUDGMENT OF SELLER OR ANY OF ITS EMPLOYEES OR AGENTS TO SELECT OR FURNISH GOODS SUITABLE FOR ANY PARTICULAR PURPOSE OR IN COMPLIANCE WITH ANY PROJECT DATA.

18. Limitation of Liability

SELLER'S TOTAL LIABILITY UNDER THIS AGREEMENT, WHETHER BASED IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY, OR ANY OTHER THEORY, SHALL NOT EXCEED THE PURCHASE PRICE ACTUALLY PAID TO SELLER FOR THE SPECIFIC GOODS GIVING RISE TO THE CLAIM. BUYER'S EXCLUSIVE REMEDY IS REPAIR, REPLACEMENT, OR REFUND AS PROVIDED IN SECTION 15, AT SELLER'S OPTION.

IN NO EVENT SHALL SELLER BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, ECONOMIC, OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS, LOST REVENUE, LOSS OF USE, DELAY, ACCELERATION, EXTENDED OR UNABSORBED OVERHEAD, IMPACT OR INEFFICIENCY CLAIMS, LIQUIDATED DAMAGES ASSESSED AGAINST BUYER, FINANCING COSTS, RENTAL OR EQUIPMENT COSTS, LOSS OF PRODUCTIVITY, BUSINESS INTERRUPTION, COST OF PROCUREMENT OF SUBSTITUTE GOODS, LABOR COSTS, DIMINUTION IN VALUE, DAMAGE TO OTHER PROPERTY OR TO THE WORK OF OTHERS, OR ANY LIABILITY ARISING FROM THIRD-PARTY CLAIMS AGAINST BUYER, EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

The exclusions and limitations in this Section are essential elements of the parties' bargain, reflected in the price of the Goods, and apply notwithstanding any failure of essential purpose of a limited remedy. Nothing in this Section limits Seller's right to recover its lost profit, direct costs, and other damages from Buyer upon Buyer's breach, cancellation, or nonpayment.

19. Handling, Installation, and Bracing; Advice and Site Visits

Seller's Documents identify the location of continuous lateral web bracing required to resist buckling in long compression web members; Buyer is solely responsible for all other bracing, blocking, bridging, strongbacks, and restraint, whether temporary or permanent, and for their design. Seller may furnish Truss Plate Institute and Structural Building Components Association handling, installation, and bracing guidelines with its field packages solely as a courtesy, which does not expand Seller's scope of work beyond that stated in its quotation.

Seller has no obligation for installation, erection, or bracing of the Goods, for inspecting them after installation, or for verifying dimensions or other trades' work. Buyer shall not alter, cut, drill, notch, or field-modify any truss without Seller's authorization; unauthorized modification voids all warranties as to the affected component and relieves Seller of responsibility for its performance, and Seller may notify the building official of any such modification it discovers.

Seller may, voluntarily or on request, visit the jobsite or review installation progress. No such visit, review, discussion, or verbal or written advice creates any warranty, duty, or standard of care beyond this Agreement, or subjects Seller to liability on any theory. If a Buyer-requested visit establishes that Buyer or another party is solely responsible for the condition complained of, Buyer shall pay Seller's standard service call fee and expenses.

Before requesting a field visit or asserting a claim, Buyer shall first have its architect, contractor, or structural engineer review the question or complaint.

20. Indemnification

To the fullest extent permitted by law, Buyer shall indemnify, defend, and hold harmless Seller and its members, managers, officers, employees, agents, affiliates, successors, and assigns from all claims, losses, damages, liabilities, penalties and expenses, including reasonable attorneys' fees, arising from: (a) Buyer's breach of this Agreement or any obligation to Seller; (b) the storage, handling, distribution, erection, installation, bracing, alteration, field modification, repair, or use of the Goods by Buyer, Buyer's Agents, or any party under Buyer's control; (c) any act, omission, or negligence of Buyer or its employees, agents, representatives, subcontractors, or suppliers; (d) the jobsite's or delivery route's condition or access; (e) attractive nuisance or unsecured jobsite conditions; and (f) Project Data provided to Seller.

Under N.C. Gen. Stat. § 22B-1, this indemnity does not extend to, and Buyer need not indemnify Seller against, liability for bodily injury or property damage proximately caused by Seller's, its agents', or its employees' negligence. This limitation is intended solely to preserve the Section's enforceability and shall not otherwise reduce its scope.

Buyer shall promptly notify Seller of any claim or suit subject to this Section. Seller may participate in or assume its own defense with counsel of its choosing at Buyer's expense, and no settlement binding Seller may be entered into without its prior written consent.

21. Lien Rights; Project Information; Notice to Lien Agent

Seller reserves all rights under Chapter 44A of the North Carolina General Statutes and any other state's mechanic's and materialman's lien statutes, including the right to serve a notice of claim of lien upon funds, file a claim of lien on real property, and assert subrogation rights.

Buyer shall furnish Seller, promptly upon request and before Delivery, all information necessary to preserve Seller's lien rights, including the property owner's name and address, the property's legal description or street address, the name and address of the general contractor and each party in the chain of contract above Buyer, and the identity, contact information, and posted appointment of the lien agent designated under N.C. Gen. Stat. § 44A-11.1. Failure to timely furnish accurate lien agent or project information is a material breach, and Buyer shall indemnify Seller for any resulting loss of lien or bond rights.

Based on Buyer-furnished information, Seller may designate on its invoice the lot, unit, or parcel into which the Goods are incorporated; that designation is conclusive unless Buyer delivers a written correction within fifteen (15) days of the invoice date. All sales to a particular lot, unit, or parcel are deemed part of a single supply contract for purposes of any time requirement applicable to Seller's lien or collection rights.

Buyer shall not require Seller to execute any lien waiver broader than the payment actually received, and shall not treat an unconditional waiver executed in anticipation of payment as effective if that payment is not honored.

22. Force Majeure

Seller is not liable for any delay or failure of performance caused, in whole or in part, by any event beyond its reasonable control, including acts of God, weather, fire, flood, hurricane, earthquake, war, terrorism, civil unrest, governmental or regulatory action, tariffs, embargoes, epidemics or pandemics, public health orders, strikes, lockouts, labor disputes or shortages, raw material or energy shortages, sawmill or plate supplier interruption, excess demand over supply, transportation delay or carrier shortage, equipment failure, utility or communications outage, or cyber incident. Upon such an event, Seller may extend the delivery schedule for a reasonable period, allocate available production among customers as it deems equitable, or, if performance remains impracticable, cancel the affected portion of the Order without liability. This Section is for Seller's sole benefit; Buyer may not invoke it, or any event described in it, to excuse, delay, reduce, or avoid any of Buyer's obligations, including timely payment.

23. Default and Remedies

If Buyer fails to pay any amount when due, repudiates, becomes insolvent, files or has filed against it a bankruptcy petition, makes an assignment for the benefit of creditors, or otherwise breaches any obligation to Seller, Seller may, in addition to and without electing among all other remedies: suspend or cancel performance under this or any other agreement with Buyer; withhold shipments; require cash in advance or other adequate assurance; repossess unpaid-for Goods; accelerate all amounts owing; set off amounts Seller owes Buyer; and recover all UCC damages, including lost profit, incidental and consequential damages, storage, disposal, restocking, and enforcement and collection costs.

Buyer's obligation to pay for Goods Delivered is independent of any other claim Buyer may have against Seller.

24. Limitation of Actions

Buyer shall commence any action against Seller arising out of or relating to this Agreement or the Goods, regardless of theory, within one (1) year after Delivery of the Goods giving rise to the claim, or be time-barred. The parties expressly reduce the period of limitation permitted by N.C. Gen. Stat. § 25-2-725 accordingly; the cause of action accrues on the date of Delivery, without extension under any discovery rule.

25. Confidentiality and Intellectual Property

Seller is the author and owner of the Documents and retains all common law, statutory, and other reserved rights, including copyrights; submitting or delivering Documents to satisfy permitting or similar requirements does not derogate those rights. If Seller furnishes Sealed Truss Design Drawings, it shall deliver to Buyer at least one original printed, signed, and sealed record set. The Documents, truss profiles, engineering calculations, pricing, quotations, methods, and other technical and commercial information furnished by Seller are Seller's confidential, proprietary property; Buyer shall not disclose, publish, or reproduce them, reverse engineer or disassemble the Goods, or use the Documents to solicit competing quotations.

Subject to Seller's receipt of full payment due under this Agreement, Seller grants Buyer a nonexclusive, limited license to use the Documents solely to evaluate, construct, use, maintain, alter, and add to the structure for which the Goods were furnished — and not for any other project, extension, or purpose — subject to the following: (a) the Documents are not intended or represented as suitable for use or reuse on any other project or purpose without Seller's prior written verification or adaptation; (b) any use, reuse, or modification without that verification, completion, or adaptation is at Buyer's sole risk and without liability to Seller or its members, managers, officers, employees, agents, or consultants; (c) Buyer shall indemnify, defend, and hold harmless Seller and those parties from all claims, damages, losses, and expenses, including reasonable attorneys' fees, arising from any such unauthorized use, reuse, or modification; and (d) this license creates no right in any third party. The license terminates automatically upon termination of this Agreement for any reason.

Except for the license granted above, no other license or right in the Documents is granted or implied, and Seller retains exclusive ownership of all improvements, modifications, and variations of the Goods, including all related intellectual property rights. Buyer shall not assign, delegate, sublicense, pledge, or transfer that license without Seller's prior written consent, and any unauthorized use of the Documents is at Buyer's sole risk without liability to Seller or its consultants. Breach of this Section would cause irreparable harm for which money damages are inadequate, entitling Seller to injunctive relief in addition to all other remedies.

26. Dispute Resolution; Governing Law; Venue

Before commencing litigation, the parties shall attempt in good faith to resolve any dispute through at least one meeting (in person, by phone, or by video) between representatives authorized to settle, and one written exchange of positions. Either party may seek injunctive relief, file or perfect a lien or bond claim, or take any action necessary to preserve an otherwise-expiring right without first satisfying this requirement.

This Agreement is governed by North Carolina law, without regard to conflict-of-laws principles and without application of the UN Convention on Contracts for the International Sale of Goods. The exclusive venue for any related action is the state courts of Cleveland County, North Carolina, or the U.S. District Court for the Western District of North Carolina, and each party irrevocably consents to those courts' jurisdiction and waives any venue or forum non conveniens objection.

TO THE FULLEST EXTENT PERMITTED BY LAW, EACH PARTY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE GOODS.

The substantially prevailing party in any action arising out of or relating to this Agreement shall be entitled to recover its reasonable attorneys' fees, costs, expert fees, and expenses, to the extent permitted by law.

Notwithstanding the foregoing, this Section 26 shall not restrict Seller from taking any action necessary, in any jurisdiction, to file, perfect, preserve, enforce, or foreclose any construction (mechanics) lien claim, public works bond claim, or similar claim arising from the Goods or the Agreement. Seller may bring any action necessary to enforce or foreclose such lien, bond, bond claim, or similar claim in any court having jurisdiction over the applicable property, project, or claim.

27. Assignment; No Third-Party Beneficiaries

Buyer shall not assign this Agreement or any right or interest in it, or delegate any obligation, without Seller's prior written consent; any attempted assignment without consent is void. Seller may assign this Agreement to any affiliate or successor to its business or assets. This Agreement benefits only Buyer and Seller; no owner, lender, general contractor, subcontractor, occupant, or other third party has rights under it.

28. Notices

Buyer shall deliver notices to Seller in writing to Bridgewell Truss LLC at its principal office in Fallston, North Carolina, by hand, by nationally recognized overnight courier, or by certified mail, return receipt requested, and shall send a courtesy copy by electronic mail to the Seller representative identified on the applicable quotation or invoice. Seller may deliver notices to Buyer at the address shown on Seller's records.

29. Severability; Waiver; Survival

If a court holds any provision of this Agreement invalid or unenforceable, the parties shall deem that provision modified to the minimum extent necessary to make it enforceable or, if it cannot be so modified, severed; the remaining provisions shall continue in full force and effect. Seller shall not waive any breach, default, or right unless an authorized officer signs a writing evidencing the waiver, and any waiver shall apply only to the specific instance and not to any subsequent breach or default. Seller's delay or failure to enforce any provision shall not waive that provision. The provisions of Sections 9, 10, 15 through 21, 24, 25, 26 and 30 shall survive Delivery, acceptance, cancellation, termination, and completion of performance.

30. Non-Solicitation

Buyer shall not, directly or indirectly, on its own behalf or on behalf of any other person, business, corporation, or entity, solicit or employ any employee of Seller, or induce any employee of Seller to leave that employment, for a period of one (1) year after termination of this Agreement.

31. Entire Agreement; Modification; Construction

The parties acknowledge that this Agreement is the entire agreement between them with respect to the Goods and supersedes all prior and contemporaneous negotiations, representations, proposals, understandings, and agreements, whether oral or written. Buyer and Seller shall not rely on verbal instructions or agreements purporting to alter this Agreement, and Seller shall not recognize them as authorized. No modification or addition shall bind Seller unless an authorized officer signs a writing approving it. If these Terms conflict with any past, present, or future document exchanged between the parties, these Terms shall control unless the conflicting document is a writing signed by an authorized officer of Seller that expressly supersedes them. If these printed Terms conflict with specific written terms on the face of Seller's quotation, the quotation shall control only as to that specific term. Section headings shall be for reference only and shall not affect interpretation. No party shall construe this Agreement against Seller as drafter.

32. Acknowledgment; Opportunity to Consult Counsel

Buyer acknowledges that it has had the opportunity to read these Terms in full and to consult independent legal counsel before proceeding, that it is a commercial party experienced in construction transactions, that it is not relying on any representation not expressly contained in this Agreement, and that it accepts these Terms as written. Seller reserves the right to modify these Terms prospectively; modified terms shall apply to Orders entered on or after the effective date of the modification and shall not alter the terms applicable to any Order already in place.