TERMS AND CONDITIONS OF SALE
Revised October 23, 2026

Performance by Exaco Opco, LLC ("Seller") of any purchase order or other request ("Order") from Customer ("Buyer") to purchase products and services from Seller (the "Products") is expressly conditioned upon Buyer's acceptance of Seller's terms and conditions (the "Terms and Conditions") as hereinafter set forth with respect to the Products. Buyer's acceptance of Seller's Quote for the Products is deemed to constitute its acceptance of the Terms and Conditions:

1. **OFFER AND ACCEPTANCE**. Only these Terms and Conditions shall govern Orders. Any terms and conditions included in any Order or other documentation of Buyer (or which are posted on Buyer's website or included in an email transmission, or which are communicated by Buyer orally, in writing, electronically, or through any other medium) which conflict with, deviate from or add to these terms and conditions shall be void and unenforceable unless Seller has duly approved them in writing. These Terms and Conditions may only be modified in writing signed by a duly authorized representative of Seller.

2. **PRICE, PAYMENT, CREDIT TERMS AND CANCELLATION.** Unless otherwise agreed to by the parties in writing, Seller accepts Orders subject to delivery when available, at Seller's prices in effect on the shipment date. Terms of payment are stipulated upon the invoice to Buyer. Prices are listed on Seller's Quote to Buyer for each Order. Custom Orders or "Special Orders" require a deposit to Seller prior to the customer order being submitted for manufacture. The deposit is to equal fifty (50%) percent of the total order. The balance of payment must be made no later than 30 days after the special order has been received by the Seller. It is the Seller's obligation to notify the buyer of pending arrival date. This notification is acceptable via email, phone, text, USPS, or special delivery. Any order from a retailer that has held by Exaco ninety days in the Exaco warehouse will be charged a storage fee for each month after the initial ninety days of storage. This fee will be equal to 5% of the total invoice amount and Buyer will be invoiced monthly after this initial period of 90 days. Freight and energy surcharges are additional costs and are subject to review by the Seller periodically. All Quotes are subject to Buyer's credit approval by Seller. Seller in its sole discretion may: refuse to ship the Products identified in any Quote; (ii) modify the Payment Terms identified therein; (iii) cancel without penalty or charge any Order for the Products in its Quote; or (iv) require payment in advance of delivery, if Seller requests and is unable to secure acceptable payment assurances from Buyer. Any Order shall immediately terminate at the sole option of Seller without the necessity of written notice should Buyer be declared insolvent, file a petition in bankruptcy, make a general assignment to its creditors, be dissolved, or liquidated. If Seller does not receive payment when due, any outstanding amount shall bear interest at the monthly rate of 1.5% (18% per year) or, if less, the highest rate permitted by applicable law, until paid in full. Buyer also shall pay to Seller all expenses, including reasonable attorneys' fees and court costs, incurred by Seller in enforcing any of its rights to payment for the Products purchased by Buyer. Exaco

maintains a minimum advertised price (MAP) level for specific and identified items on the price list sent regularly to all authorized retailers. Advertised pricing below MAP must have written approval from Exaco management and repeated violations will cause the business relationship between Buyer and Seller to be terminated.

3. **TAXES.** Any tax, excise or governmental charge imposed on the production, sale, use or transportation of, or value added to, any Product which Seller may be required to pay (other than income or gross receipts taxes of Seller) shall be paid by Buyer in addition to the purchase price. Buyer shall provide Seller with completed exemption certificates for any tax from which Buyer claims an exemption.

4. **SHIPMENT.** All shipping information transmitted to Buyer, including shipping and delivery dates, represent only Seller's best estimates. If Seller encounters delays in obtaining equipment, materials or services, the shipping schedule will be amended as reasonably necessary to accommodate such delays. Seller's current practice is to deliver Products by a common carrier in which case the shipping schedule may change. If a common carrier is contracted, the title to and risk of any loss of or damage to the Products from whatever cause shall pass to Buyer upon transfer of the Products to the common carrier. Upon arrival and placement of the delivery vehicle (the "Equipment") at the delivery point, Buyer will be responsible, at its own risk and expense, for promptly unloading the Products from the Equipment, in a manner that does not damage the Equipment, and for promptly releasing the Equipment empty and, in a condition, suitable for loading by Seller.

5. **DELIVERY TIME.** Delivery dates are approximate and are subject to variation without notice. No delivery shall occur until Seller has received all details from Buyer necessary to execute the Order. Seller shall use reasonable efforts to schedule delivery as close as possible to Buyer's requested delivery dates. Seller shall not be liable for failure to deliver on such dates, or for any loss or damage to Buyer or others because of any delay or change in the delivery time regardless of the cause. Delay in delivery of one installment shall not entitle Buyer to cancel other installments.
6. **PERMIT REQUIREMENTS.** Exaco does not provide engineering drawings for the structures that Exaco sells. Exaco does not guarantee that a municipality does or does not require a permit and it is not within the responsibility of the Seller to determine the legal needs of the Buyer. The Buyer is solely responsible for acquiring all necessary permits, engineering drawings, determinations of minimum wind and snow load requirements. Greenhouses are determined to be non-permanent structures; Seller is not responsible for determining Buyer liability within any specific municipality. No return will be allowed because of a local permitting ordinance.

7. **CANCELLATION** Buyer agrees that orders will only be canceled with Seller's prior written consent. Special Orders cannot be canceled once production has begun by the manufacturer.

8. **INSPECTION AND CLAIMS.** Buyers shall inspect Products delivered hereunder for

damage, defect, or shortage upon receipt. Buyer or end user shall notify Seller of any damage, defect, or shortage within five (5) days of receipt. Buyer assumes all risks for use of non-conforming Products or using Products in a manner inconsistent with the Products physical properties. Buyer shall provide Seller with such photographic proof of defects in, or damage to, Products as Seller may request. The Buyer must take delivery of all shipments. If there is damage, buyer must contact Seller directly for a remedy. If Buyer has arranged shipping or a freight company, Buyer is then responsible and must pursue that claim with the company they themselves contracted.

9. **LIMITED WARRANTY.** The only Warranty that will be honored for any product sold by Seller will be the one granted for manufacturing defects by the original manufacturer and any other stated warranty offered by the original manufacturer. Seller assumes no responsibility for glass breakage, incompatibility with other products, faulty installation, abnormal weather conditions or damage caused by external factors or components, or any other occurrence that is outside the Seller's scope of work or after the transfer of the Products to the Buyer. The warranty period of the replacement Products is limited to the remainder of the warranty period of the applicable original Products manufacturer.

THE FOREGOING EXPRESS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NO LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY OTHER WARRANTY OBLIGATION ON THE PART OF THE SELLER.

SELLER LIABILITY. IN NO EVENT WILL SELLER BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR INDIRECT LOSSES OR DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THE PRODUCTS. SUCH EXCLUDED LOSSES AND ITEMS INCLUDE, WITHOUT LIMITATION, COSTS OF REMOVAL AND REINSTALLATION OF ANY PRODUCT OR COMPONENT, LOSS OF GOODWILL, LOST PROFITS, DELAY AND LOSS OF USE. SELLER'S LIABILITY ON ANY CLAIM OF ANY KIND FOR ANY LOSS OR DAMAGE SHALL IN NO CASE EXCEED THE PURCHASE PRICE OF THE PRODUCT WHICH GIVES RISE TO THE CLAIM. SELLER SHALL NOT BE LIABLE FOR PENALTIES OF ANY KIND.

10. **BUYER'S REMEDIES.** If the Products furnished to Buyer are defective, Buyer must notify Seller in writing, and Seller has ten (10) days from written notification by Buyer to attempt to cure or remedy the defects. If Seller determines it is unable to cure the defects in the Products and Buyer has notified Seller within ten (10) days of receipt of Products, ***Seller shall*** replace such nonconforming Products at the original point of delivery and shall furnish instructions for its disposition. Buyer's exclusive and sole remedy with respect to the Products that are defective shall be to secure the replacement of said Products only.

11. **RETURN OF PRODUCTS**. Buyer agrees not to return Products for any reason, except

with the written consent of Seller obtained in advance of such return, which consent, if given, shall specify the terms and conditions upon which such returns are allowed.

12. **EXPORT/IMPORT.** Buyers agree to comply with all applicable import and export controls, laws, and regulations. Notification of destination and end user to Seller is a requirement with respect to all Products to shipped out of the United States.

13. **NOTICES.** Notice by either Seller or Buyer shall be by personal delivery, prepaid mail, or express courier service, addressed to the other Party at its address in this Agreement, and will be considered given upon receipt when personally delivered, three days following the time it is deposited with the U.S. Postal Service when mailed, or the next business day when sent by express courier service, or on the first business day following email transmission, with a receipt confirmation.

14. **SEVERABILITY AND WAIVER.** Should any provision hereof be or become illegal or unenforceable, the remaining provisions remain in force and be binding upon the parties. Any waiver by a party of the other's breach of any term or condition hereof shall not be construed as nor be deemed to be a waiver of any future breach of such term or condition.

15. **ASSIGNMENT.** Neither party may assign its rights or obligations under any Order, whether by operation of law or otherwise, without the express prior written consent of the other party.

16. **GOVERNING LAW AND VENUE.** All Orders will be governed by, and construed in accordance with, the laws of the State of Texas without regard to conflict of law provisions, and the parties hereto agree and consent to the exclusive jurisdiction of the state and federal courts in Travis County, Texas.

The Terms and Conditions are considered Accepted by the Buyer upon payment of any order or shipment of any invoiced products from the Seller or its duly authorized representatives.

Summary of Terms and Conditions

Version 1.1 November 12, 2026

Payment Terms: New customers must pay in full upon shipping, credit card or ACH accepted. Terms may be discussed after 90 days from the first order.

- **Special/Custom Orders**:
  - Require a 50% deposit upon confirmation of the order
  - The payment balance on special orders is due within 30 days of Exaco receiving the special order in the warehouse, terms apply. This is independent of whether it has shipped to the end user or not. Exaco will hold the inventory in its warehouse for future shipment to the end user for up to ninety additional days. After the 90 days of storage a monthly fee of 5% of the invoice value will be invoiced for each additional month of storage.
  - Once production begins on a special order it may not be cancelled. Notify an Exaco manager if the end customer changes their mind, Exaco will assist the retailer, if possible, to find a new customer for the unit. This assistance is not guaranteed and does not change the obligation of the retailer to finalize payment for the special order according to the terms of purchase.
    - **In-stock inventory orders** will be held in the Exaco warehouse for up to 30 days, after which the invoice is due in full. Exaco will then hold the inventory for shipment for up to 90 more days. After that, a storage fee of 5% of the invoice value applies for each additional month.

- **Pricing:**
  - All prices are FOB our warehouse; shipping/freight will be additional.
  - Prices on the pricelist are MAP (Minimum Advertised Price).
    - It is at the retailers' discretion to provide free shipping to end users.
    - We do offer special promotions from time to time to our retailer network in which the MAP pricing will not apply. If a retailer would like to offer a special promotion for a limited time, prior authorization is required.
    - Repeated MAP violations will result in termination of our business relationship.
- **Warranty:** Manufacturer's Defect Only, terms vary by product.
  - Most small products are 1-year.
  - Greenhouses vary by manufacturer – see specific warranty documents. Up to 15-years on the frame, 10-years polycarbonate pro-rated after 5-years, none of our greenhouses are

guaranteed against heavy/high winds and/or heavy snow loads, but this is unit specific. The end-user is responsible for adding a greenhouse to their insurance policy. Special reinforcements may be available for high snow load areas, call for specific details.

- **Returns:**
    - **Small package items:** Exaco does not provide for nor allow for "Buyer's Remorse" – Exaco will allow a return with an authorization, the retailer or the end-user must pay for the return shipping/freight (as well as the outgoing freight). Exaco will only give full credit for products received in new and re-sellable condition.
    - **Greenhouse/structure Returns** will require a preauthorization from an Exaco manager and will incur a restocking fee of 20%. Additionally, the outgoing and inbound freight costs will be the responsibility of the customer/retailer. Please note: if a customer is unhappy with their greenhouse, please reach out to Exaco as there are often other ways to rectify the situation instead of attempting a full return. Customers, with an approved return, will have to arrange freight returns using ABF as the carrier. Any other carrier will require pre-approval via an Exaco manager. If product is damaged, the cost of damaged parts will be deducted from the refund.
    - **Special Order items may not be returned.**

- **Damage Policy:**
    - **Small package items:** UPS & FedEx shippable: customer contacts Exaco and Exaco will send them replacement part/s, if applicable. Exaco will not give credit to a retailer for "damaged" items returned without preauthorization.
    - **Freight shipments:** The end-user must take delivery in all cases – even if a box is damaged. Damage MUST be notated on the Bill of Lading at the time of delivery. Notify Exaco and submit photos within 24 hours – Exaco can advise on next steps. Based on our assessment, Exaco will either immediately replace the damaged parts and/or suggest a simple fix (as damage to aluminum greenhouse parts is easy to repair - with a pair of pliers.