



EXPORT TERMS AND CONDITIONS

These are the Terms and Conditions of sale for Johns Manville and each of its divisions ("Seller"). There are no other terms of sale unless Seller agrees in writing to different terms with you, the "Purchaser" of Seller's products:

1. **ACCEPTANCE OF ORDERS.** Seller's offer to sell products to Purchaser or acceptance of Purchaser's order for ultimate deliveries outside the United States is expressly conditioned upon Purchaser's acceptance of these Export Terms and Conditions ("Terms"). Purchaser's acceptance, use or holding of Seller's products for 10 days after delivery to Purchaser site also establishes Purchaser's acceptance of these Terms. Seller expressly rejects and objects to all new, different or additional terms of sale submitted by Purchaser. Seller reserves the right to select its own customers and the right to reject any order. Affidavits or certificates of compliance must be requested when orders are placed.
2. **PRICES.** All prices are subject to change without notice. Unless otherwise specified, orders will be shipped and invoiced at the price in effect at the time of shipment, and price adjustments for products in transit or in Purchaser's inventory will not be allowed. Unless the parties otherwise agree in writing, all product sales are Free Carrier ('FCA'), as defined by Incoterms 2010, to stated Seller's location. The Purchaser is responsible for obtaining at its own risk and expense any import license or other official authorization for the importation of the goods at the agreed point of destination. The Purchaser or its agent is responsible for direct and timely customs clearance at the agreed place of destination, and the Purchaser shall bear all duties, taxes and other official charges payable upon importation of the goods as well as the costs and risks of carrying out customs formalities.
3. **TERMS OF PAYMENT.** Unless otherwise agreed by Seller in writing Purchaser shall pay for each shipment in United States dollars (unless another currency is specified by Seller in writing) at the place designated by Seller upon presentation of invoices. Payment shall be made through the medium of a confirmed letter of credit to be established by the Purchaser which is acceptable to Seller in form, substance and timing, and payment is due Seller from Purchaser on the date of shipment by Seller to Purchaser or, at Seller's discretion, upon acceptance of Purchaser's Order. Purchaser may terminate an Order only by paying, within ten (10) days of such termination, Seller's termination charges which may include without limitation all Seller's costs, expenses and damages together with all sums payable under these Terms. Termination of an Order shall not relieve either party of any obligation arising out of work performed prior to termination.
4. **DELIVERY.** Delivery dates are approximate and are dependent on: (a) prompt receipt by Seller of all information required for Seller to proceed with work immediately and without interruption; (b) Purchaser's compliance with payment and other terms of Purchaser's performance obligations; and (c) Purchaser's timely submission of any required import license, foreign exchange permit, or other documents as Seller may request to the degree Purchaser requests additional shipment assistance. Seller shall have no liability for delays, damage, or delivery failures occurring after the product is delivered to the destination. Purchaser is solely liable for demurrage charges assessed at the stated destination. Product shortages and visibly damaged or defective products must be reported to Seller within 10 days of delivery to Purchaser's site. Purchaser may not withhold payment on uncontested product deliveries.
5. **TITLE AND RISK OF LOSS.** For products shipped outside the United States, title to and risk of loss shall pass from Seller to Purchaser when Products are delivered as set forth herein, notwithstanding any shipment terms to the contrary and regardless of any shipping or insurance arrangements made by Purchaser. Except to the extent Seller and Purchaser otherwise agree in writing, Seller shall select the carrier and be responsible for freight handling and insurance charges from its facility to the agreed place of destination. In those instances in which Purchaser selects the carrier or pays for freight charges, Seller may insure to full value of Products shipped at Purchaser's expense or declare full value to the transportation company at time of shipment. Delivery shall be deemed complete, and risk of loss or damage to the Seller's Products shall pass to Purchaser at the agreed place of destination unless the parties otherwise agree in writing.
6. **RETURNS.** Product returns will be accepted only after Purchaser receives Seller's prior written approval as follows: (a) for returns authorized due to Purchaser's rightful rejection or justifiable revocation of acceptance of the products, Seller will pay for reasonable commercial charges for the product return and, in addition, will, at Seller's option, refund or credit the full purchase price upon return of the products. No request for returns based on damaged or defective products will be approved unless received within the time periods set forth in No. 4 and No. 7; (b) where Seller determines, in its sole discretion, to accept returns for the convenience of Purchaser, the products are to be returned to the point of shipment, at Purchaser's expense, properly packed. Seller will issue a credit for the quantity of product received at Seller's shipping point in resalable condition, as determined by Seller in its reasonable discretion, less: (i) 20% of the original purchase price for handling and reconditioning or, if greater, (ii) the actual charges incurred.
7. **LIMITED WARRANTY; SPECIFICATIONS.** All products sold are subject to the following limited warranty: Seller warrants that for a period of one year from the date of shipment from Seller's facility, the product will be free from defects in material and workmanship and is manufactured in all material respects to Seller's product specifications. Note: Seller's products may vary in details of design and construction from descriptions in any literature or from any sample, display or other model inspected by Purchaser. SELLER DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, IN FACT OR IN LAW, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. Every claim under this limited warranty shall be deemed waived unless in writing and received by Seller within 10 days of delivery to Purchaser's site if visibly damaged or defective, and, otherwise, within 30 days after the defect to which each claim relates is discovered, or should have been discovered, but in no event longer than 1 year after product shipment from Seller's facility.
8. **LIMITATION OF REMEDY.** PURCHASER'S EXCLUSIVE REMEDY AND THE LIMIT OF SELLER'S LIABILITY FOR BREACH OF THE LIMITED WARRANTY SET FORTH IN No. 7, WHETHER BASED ON NEGLIGENCE, BREACH OF WARRANTY, STRICT LIABILITY, OR ANY OTHER THEORY AT LAW OR IN EQUITY, SHALL BE, AT SELLER'S OPTION, REPAIR, REPLACEMENT WITH A LIKE QUANTITY OF NONDEFECTIVE PRODUCT OR REFUND OF THE PURCHASE PRICE, PLUS REASONABLE COMMERCIAL CHARGES INCURRED FOR APPROVED RETURNS UNDER No. 6 ABOVE.

9. **NO RECOVERY OF CONSEQUENTIAL OR SPECIAL DAMAGES.** SELLER SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL OR SPECIAL DAMAGES BASED ON NEGLIGENCE, BREACH OF WARRANTY, STRICT LIABILITY, OR ANY OTHER THEORY AT LAW OR IN EQUITY, FOR FAILURE TO PERFORM ITS OBLIGATIONS UNDER THIS AGREEMENT. ADDITIONALLY, CONSEQUENTIAL AND SPECIAL DAMAGES SHALL NOT BE RECOVERABLE EVEN IF THE REPAIR, REPLACEMENT OR REFUND REMEDY FOR SELLER'S BREACH OF ITS LIMITED WARRANTY FAILS OF ITS ESSENTIAL PURPOSE OR FOR ANY OTHER REASON.
10. **FORCE MAJEURE.** Seller shall not be liable, nor deemed in default hereunder, for any failure or delay in delivering the products or in the performance of its other obligations to Purchaser hereunder, caused by or arising out of: (a) compliance in good faith with any applicable foreign or domestic governmental regulation or order of whatever nature and whether foreign, federal, state or local; (b) all acts of God (such as, but not limited to, floods, fires, or tornadoes); (c) strikes and other labor trouble; (d) delays or nonperformance by suppliers (or other third parties) of raw materials, power or other needed supplies or services; (e) delays or nonperformance by transporting carriers; and/or (f) any other cause, contingency, or circumstance not subject to the reasonable control of Seller affecting the performance of Seller's obligations hereunder. Seller shall determine in good faith the extent to which it can reasonably control a cause, contingency, or circumstance affecting its performance obligations.
11. **GOVERNMENTAL AUTHORIZATIONS.** Purchaser shall be responsible, at its own risk and expense, for obtaining any required authorization, such as an import license, foreign exchange permit or any other official governmental authorization, even though any such authorization may, at Purchaser's request be applied for by Seller. Seller shall not be liable if any authorization is delayed, denied, revoked, restricted or not renewed and Purchaser shall not be relieved of its obligations to pay Seller for Orders accepted. All sales under these terms and conditions shall at all times be subject to the export control and foreign assets control laws and regulations of the United States Government, as amended. Purchaser agrees that it shall make no other disposition, except as expressly permitted under United States Law, of any products purchased from Seller other than to the country of destination specified on Purchaser's order or as declared on Seller's invoices.
12. **DEFAULT.** In the event of Purchaser's default, Seller may immediately terminate any purchase order or agreement with Purchaser. Upon default, Purchaser agrees to pay all costs and expenses, including reasonable attorneys' fees, incurred by Seller in the event Seller reasonably anticipates a default by Purchaser, whether involving collecting payments due or otherwise enforcing these Terms. Purchaser also agrees to pay Seller simple interest on unpaid amounts from due date at the lesser of 1-1/2% per month or the highest lawful rate.
13. **SEVERABILITY.** If any of these provisions are determined to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remainder of these Terms shall be unaffected. Also there shall be substituted for the affected provision a valid and enforceable provision as similar as possible to the affected provision.
14. **MODIFICATION OR TERMINATION.** These Terms and the specific order provisions contained on Seller's order set are the entire contract between the parties with respect to this order. This cancels and supersedes all previous agreements, confirmations, and terms of sale, oral or written. No waiver or modification of these Terms shall be binding upon Seller unless made in writing and signed by a duly authorized representative of Seller..
15. **GOVERNING LAW; JURISDICTION.** The Agreement, if any, and these Terms shall, unless otherwise specified, in all respects be construed and be given legal effect as interpreted under the internal laws of the State of Colorado, USA without regard to its choice of law provisions. Specifically, the Convention on the Sale of International Goods shall not apply to these product sales. The parties consent to the jurisdiction of the state and federal courts in Denver, Colorado.
16. **CONFIDENTIALITY.** Neither Seller nor Purchaser shall disclose any confidential information of the other party to any third party without such other party's prior written approval, unless a party is obligated to disclose such information by law or court order.