



AGRICON, LLC'S STANDARD TERMS OF SALE

All sales of goods and services by Agricon, LLC are made on the following terms and conditions, (collectively, "**Terms of Sale**"). In these Terms of Sale, any building materials, building systems, buildings, or other goods or items sold by Agricon, LLC to the original customer or original purchaser (collectively, "**Customer**") are referred to individually and collectively as the "**Materials**", and any design services or other services provided by Agricon, LLC to Customer are referred to as "**Services**". The Services provided by Agricon, LLC may be included in the price of the Materials or Agricon, LLC may charge separately for the Services.

1. **Agreement.** If Customer has not otherwise agreed to these Terms of Sale, then Customer's acceptance of delivery of, or Customer's payment for, the Materials or Services shall constitute Customer's agreement to these Terms of Sale and this Agreement (as "Agreement" is defined in Paragraph 29 below). Agricon, LLC objects to and does not agree to any terms that add to or differ from these Terms of Sale or this Agreement. Terms that are printed on or contained in a purchase order or other form prepared by Customer are inapplicable and shall have no force or effect.

2. **Payment Terms.**
 - a. Unless otherwise specified in Agricon, LLC's quotation, proposal, or order acknowledgment, or otherwise agreed to by Agricon, LLC in writing, 30% of the price shall be due upon placement of the order for Materials and/or Services, and the remaining 70% shall be due no later than four (4) weeks prior to the shipment date of those Materials/start of performance of those Services. All invoices are due within 30 days of the invoice date. Interest of one and one-half percent (1.5%) per month, 18 percent (18%) per year, will be charged on all past due accounts. Payment shall be made to Agricon, LLC at the address specified in Agricon, LLC's invoice. Customer may not offset or recoup any claim against amounts due Agricon, LLC. Unless otherwise agreed to in a writing signed by Customer and Agricon, LLC, all payments shall be made in U.S. Dollars. If Customer defaults on any payment due from Customer to Agricon, LLC, Agricon, LLC may accelerate all amounts then owing and those to be owed in the future, and all such amounts shall be immediately due and payable on demand. Agricon, LLC shall be entitled to recover from Customer all of Agricon, LLC's attorneys' fees and other costs and expenses incurred (a) in collecting any amounts owed by Customer to Agricon, LLC, or (b) in enforcing Agricon, LLC's rights under these Terms of Sale or this Agreement.
 - b. Due to the volatility in steel, wood, and fuel prices, Agricon, LLC may adjust the price for shipments to be made in a time exceeding three (3) months from date of deposit or from date of accepted payment method, when a price change plus (+) or minus (-) 5% occurs from the date of deposit or from date of accepted payment method.
 - c. Reference metal costs are determined pursuant to the following source: Platts McGraw Hill Financial, www.steelbb.com (Sheet metal Flat Products, N. Europe, domestic HDG Ex Works).
 - d. All freight, insurance, and import costs are based on costs at time of quotation. Agricon, LLC has the right to adjust these costs if, at time of shipment, these costs have changed. Agricon, LLC has the right to re-calculate these costs prior to proceeding with each shipment. The charges shall be adjusted up or down accordingly, at the sole discretion of Agricon, LLC. Customer agrees to the adjusted amount due, as determined by Agricon, LLC.

3. **Delivery, Risk of Loss, and Transfer of Title.** Unless Agricon, LLC agrees in writing to deliver and/or install the Materials or unless Agricon, LLC agrees otherwise in writing, Materials shall be shipped according to the terms of the Agreement by the parties. Title to and risk of loss of each item of Materials shall pass to Customer upon commencement of shipment to Customer, according to the terms of the Agreement. Shipping, delivery, and performance dates are estimates only, and time is not of the essence for Agricon, LLC's obligations hereunder. Agricon, LLC may deliver all the Materials at one time or in portions from time to time.
4. **Taxes.** Unless otherwise agreed to by Agricon, LLC in writing, Agricon, LLC's price does not include any privilege, occupation, personal property, value-added, sales, excise, use, or any other taxes, and Customer shall be liable for all such taxes.
5. **Force Majeure.** If Agricon, LLC is not able to finish and deliver the Materials to Customer, or to perform the Services, by the estimated times of delivery or performance, because of anything Agricon, LLC cannot control (including, but not limited to, acts of God; flood, fire, earthquake, epidemics, or explosion; war, invasion, hostilities, terrorist threats or acts, riots, or other civil unrest; government order, law, or actions; embargoes or blockades in effect on or after the date of a particular quotation/agreement; national or regional emergency; strikes, labor stoppages or slowdowns, or other industrial disturbances; telecommunications breakdowns, power outages or shortages, lack of warehouse or storage space, inadequate transportation services, or inability or delay in obtaining supplies of adequate or suitable materials; and actions of Customer or those under its control), then the estimated delivery or performance time shall be extended in an amount reasonably specified by Agricon, LLC. Agricon, LLC shall not be deemed to have defaulted under or breached this Agreement, and Agricon, LLC shall not be liable to Customer or any third party for any damages caused by the delay. In view of the current freight problems, the delivery data given are expressly subject to change. Agricon, LLC expressly reserves the right to adjust the delivery dates.
6. **Changes.** Agricon, LLC shall have the right to make design or engineering changes in the Materials, processes, and methods of manufacture, but Agricon, LLC will not, without Customer's prior approval, make any changes in operational or dimensional specifications that Customer submits. Agricon, LLC is not required to accept any changes from Customer. If Agricon, LLC does accept changes from Customer, however, Agricon, LLC shall be entitled to additional compensation in the amount specified by Agricon, LLC, which amount shall not be less than Agricon, LLC's additional costs plus profit margin. The preceding sentence shall apply regardless of whether Customer issues a change order or not. In the event that Customer or any of those under its control causes a delay or other increased costs to Agricon, LLC, then Agricon, LLC shall be entitled to additional compensation in the amount specified by Agricon, LLC, which amount shall not be less than Agricon, LLC's additional costs plus profit margin.
7. Typographical, clerical, or calculation errors by Agricon, LLC in quotations, proposals, or other documents are subject to correction by Agricon, LLC, and Agricon, LLC shall be given a reasonable amount of time to correct such errors without incurring any additional liability or obligation.
8. **Solvency, Security Interest, and Mechanic's Lien.**
 - a. Customer represents and warrants that Customer is solvent. Such representation is deemed made at each time that Customer orders Materials or Services and at the time

that such Materials or Services are delivered or provided.

- b. In order to secure payment of all amounts which or may become due in the future from Customer to Agricon, LLC, Customer hereby grants to Agricon, LLC (i) a continuing purchase money security interest in the Materials now or hereafter purchased by Customer from Agricon, LLC, together with all proceeds of the foregoing; and (ii) a continuing security interest in all of Customer's equipment, fixtures, inventory, accounts, contract rights, chattel paper, instruments, investment property, general intangibles, letters of credit, and deposit accounts, now or hereafter acquired, together with all proceeds of the foregoing.
 - c. Customer agrees that Agricon, LLC may file and record a mechanic's lien and/or construction lien against the real property on which any of the Materials is located or against the property on which any of the Materials will be used to build (if different from the property on which any of the Materials is located).
 - d. Customer agrees to execute any necessary instruments to perfect Agricon, LLC's security interest and lien rights in Sections 8(b) and 8(c) above. Agricon, LLC shall be entitled to all rights and remedies of a secured party under applicable law.
9. **Permits, Compliance, and Licensing.** Agricon, LLC is not responsible for obtaining any permit, inspection, license, authorization, or approval for installation or erection of the Materials, all of which are the sole responsibilities of Customer or Customer's licensed engineer, architect, or contractor. It shall be Customer's sole responsibility (a) to have all drawings that have been prepared by Agricon, LLC signed and/or sealed by a licensed professional engineer or architect where the Materials are to be installed or erected; and (b) to have the Materials installed or erected by a licensed contractor. Customer acknowledges and agrees that any Services provided by Agricon, LLC are being rendered as a manufacturer or seller of the Materials and, although Agricon, LLC may provide drawings, plans, specifications, or information to Customer in connection with the design, engineering, installation, or erection of the Materials, Agricon, LLC does so solely in a consultant capacity knowledgeable about the Materials, notwithstanding that some Agricon, LLC employees may be licensed in certain jurisdictions.
10. **Installation and Erection; Safety.** Customer shall install and erect the Materials properly and according to Agricon, LLC's written installation manual; however, the means and methods of installation and erection are the sole responsibility of Customer. Agricon, LLC may provide supervision of installation or erection but Customer shall remain solely responsible for proper installation and erection. Customer shall not remove or change any safety device, warning, or operating instructions that Agricon, LLC placed on the Materials. Any such actions shall void any warranties that Agricon, LLC provides herein.
11. **Inspection and Rejection of Non-Conforming Materials:** Customer shall inspect the goods at the time of delivery of the Materials to the Customer. Customer will be deemed to have accepted the Materials unless it notifies Agricon, LLC within 14 days of inspection, and furnishes such written evidence or other documentation as required by Agricon, LLC. "Nonconforming Materials" means only the following: Materials delivered to the Customer are different than identified in this Agreement.
12. If Customer timely notifies Agricon, LLC of any Nonconforming Materials, Agricon, LLC shall, in its sole discretion, (i) replace the Nonconforming Materials with conforming materials, or (ii) credit or refund the price for such Nonconforming Materials. Customer

shall ship, at Agricon, LLC's expense and risk of loss, the Nonconforming Materials to Agricon, LLC's facility located at 3823 W. 1800 S. Remington, IN 47977. If Agricon, LLC exercises its option to replace Nonconforming Materials, Agricon, LLC shall, after receiving Customer's shipment of Nonconforming Materials, ship to Customer, at Agricon, LLC's expense and risk of loss, the replaced goods to an address reasonably designated by the Customer. Customer acknowledges and agrees that the remedies set forth in this Section 12 are Customer's exclusive remedies for Nonconforming Materials.

13. Agricon, LLC makes no warranty for the following: (i) any Materials that are not manufactured by Agricon, LLC (such as roofs, sidewall panels, doors, and windows), although such Materials may be covered by separate warranties of the respective manufacturers, and upon request, Agricon, LLC agrees to assign whatever rights it may have under such warranties to Customer); or (ii) designs or services not provided by Agricon, LLC; or (iii) any installation or erection of the Materials; or (iv) any Materials that are sold or transferred by Customer to a third party.
14. The remedies set forth in Section 12 of this Agreement are void and do not apply if: (i) the Materials were not purchased directly from Agricon, LLC; (ii) the Materials were not installed or erected in accordance with Agricon, LLC's written installation manual; (iii) there was any alteration, repair, or modification of the Materials by any person or entity other than with Agricon, LLC's prior written consent; (iv) the Materials were subject to abuse, misuse, mishandling, accident, or damage; (v) the building's foundation was defective; (vi) Customer used the Materials in connection with non-approved items; (vii) Customer has breached any of the terms of this Agreement or any other agreement with Agricon, LLC; (viii) Customer has failed to fulfill its obligations set forth in Agricon, LLC's quotation, proposal, or order acknowledgment; (ix) Customer or those under Customer's control have provided incorrect or defective materials, components, installation, welding, engineering, design, anchor locations, concrete, foundation, or other defective items or services; or (x) radiation, fumes, or foreign substances were in the atmosphere or inside the building and they caused damage or harm to the Materials.
15. Unless Agricon, LLC otherwise agrees in writing, Agricon, LLC does not warrant that the Materials will conform to any laws, ordinances, regulations, codes, or standards.
16. Agricon, LLC warrants to the Customer that the Services will comply with all applicable laws and regulations in effect at the time Agricon, LLC accepted Customer's order for the Services. Notwithstanding the foregoing, it shall be solely the Customer's responsibility: (a) to have all drawings that have been prepared by Agricon, LLC signed and/or sealed by a licensed professional engineer or architect where the Materials are to be installed or erected; and (b) to have the Materials installed or erected by a licensed contractor. Further, Customer or Customer's licensed engineer, architect, or contractor shall be solely responsible for obtaining all permits, inspections, licenses, authorizations, or approvals necessary to install or erect the Materials.
17. In the event that Agricon, LLC provides Services constituting a breach of the warranty provided in Section 16 above, as determined by Agricon, LLC in its sole discretion, Agricon, LLC will at its option either (i) correct or redo the defective Services at no charge; or (ii) refund to the Customer the purchase price paid by the Customer for the defective Services (or, in the event that Customer was not charged separately for the defective Services, then Agricon, LLC will refund to Customer the amount paid by Customer to Agricon, LLC for the Materials directly related to the defective Services).

18. EXCEPT AS EXPRESSLY STATED IN THESE TERMS OF SALE, AGRICON, LLC MAKES NO WARRANTY AS TO THE MATERIALS (INCLUDING THE AGRICON, LLC MANUFACTURED MATERIALS) OR AGRICON, LLC'S SERVICES. IN PARTICULAR, AGRICON, LLC MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. CUSTOMER IS SOLELY RESPONSIBLE FOR INSTALLING AND ERECTING THE MATERIALS AND FOR DETERMINING THE PROPER APPLICATION AND USE OF THE MATERIALS AND SERVICES.
19. Neither Customer nor any other person or entity (including without limitation any Reseller, as defined in this Agreement) may modify or expand the warranty provided herein, change or waive any of the exclusions or limitations, or make any different or additional warranties with respect to the Materials or the Services. Any statements to the contrary are hereby rendered null and void unless expressly agreed to in writing by an authorized officer of Agricon, LLC.
20. Customer shall install and erect the Materials properly and according to Agricon, LLC's written installation manual; however, the means and methods of installation and erection are the sole responsibility of Customer. Agricon, LLC may provide supervision of installation or erection only upon request of the Customer and written agreement by Agricon, LLC, but Customer shall remain solely responsible for proper installation and erection. Customer shall not remove or change any safety device, warning, or operating instructions that Agricon, LLC placed on the Materials, and any damages that result from such removal or change are the sole responsibility of the Customer.
21. **Intellectual Property and Confidentiality.** All inventions (whether or not patentable), devices, technologies, ideas, improvements, processes, systems, software, and other works and matters that Agricon, LLC creates or develops in the course of Agricon, LLC's design, development, or manufacture of the Materials or performance of the Services and all drawings and specifications that Agricon, LLC provides to Customer are Agricon, LLC's Confidential Information, and shall be Agricon, LLC's sole and exclusive property ("Intellectual Property"). Customer assigns, and agrees to assign, to Agricon, LLC all right, title, and interest that Customer now has or in the future acquires in the Intellectual Property. Customer shall not disclose or use any of the Confidential Information or Intellectual Property or any other information about Agricon, LLC's business, operations, or activities, except to the extent necessary to only those who have a need to know for Customer to use the Materials or Services, and for the Customer and its representatives to perform this Agreement. Upon Agricon, LLC's request, Customer shall promptly return all Confidential Information and Intellectual Property and other materials received from Agricon, LLC. Agricon, LLC shall be entitled to injunctive relief for any violation of this Section 21.
22. **Termination.**
- a. Customer does not have any right to terminate or cancel its order or this Agreement to purchase the Materials or Services from Agricon, LLC. If, however, Agricon, LLC agrees in writing to permit termination or cancellation, then Customer shall immediately pay to Agricon, LLC a termination/cancellation charge in the amount specified by Agricon, LLC, which amount shall not be less than Agricon, LLC's calculation of its losses and damages (including lost profit and lost revenue) due to the termination/cancellation. Agricon, LLC may also retain any deposit that Customer has paid to Agricon, LLC.
 - b. In addition to any remedies that may be provided in this Agreement, Agricon, LLC may

terminate this Agreement with immediate effect upon written notice to Customer, and without liability to Customer, if Customer: (i) fails to pay any amount when due under this Agreement; (ii) has not otherwise performed or complied with any of the terms of this Agreement, in whole or in part; or (iii) becomes insolvent, files a petition for bankruptcy, or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization, or assignment for the benefit of creditors. Agricon, LLC shall be entitled to recover from Customer within a reasonable period of time following termination, payment for all Materials delivered but not yet paid for, including reasonable overhead and profit. Further, Agricon, LLC may, without liability to Customer, terminate any or all of those outstanding contracts or orders between Agricon, LLC and the Customer, in addition to pursuing all other rights and remedies available to Agricon, LLC.

23. **Indemnity.** Customer shall defend, indemnify, and hold harmless Agricon, LLC, and its officers, directors, employees, agents, parent companies, affiliates, successors, and assigns and all of their respective employees, agents, and representatives (collectively, the “**Agricon, LLC Parties**”) from and against all third-party claims, damages, losses, liabilities, and expenses (including without limitation attorneys’ fees) that the Agricon, LLC Parties incur arising out of or relating to any claim of a third party in connection with the Materials or Services purchased from Agricon, LLC, or Customer’s negligence, recklessness, willful misconduct, or breach of this Agreement. Customer shall not enter into any settlement without the Agricon, LLC Parties’ prior written consent.

24. Limitation of Liability.

- a. AGRICON, LLC SHALL NOT BE LIABLE TO CUSTOMER OR ANY THIRD PARTY IN CONTRACT, TORT, OR OTHERWISE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY, INDIRECT, PUNITIVE, OR ENHANCED DAMAGES, OR ANY LOST PROFITS, LOST REVENUE, LOSS OF GOODWILL, DIMINUTION IN VALUE, OR BUSINESS INTERRUPTION, ARISING OUT OF OR RELATED TO THE MATERIALS, THE SERVICES, OR THIS AGREEMENT, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORSEEABLE, (B) WHETHER OR NOT AGRICON, LLC WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR (C) THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.
- b. IN ADDITION TO THE LIMITATIONS SET FORTH IN SUBPARAGRAPH (a) ABOVE, THE AGGREGATE AMOUNT OF AGRICON, LLC’S LIABILITY TO CUSTOMER RELATED TO THE MATERIALS, THE SERVICES, OR THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT PAID BY CUSTOMER TO AGRICON, LLC FOR THE SPECIFIC ITEM(S) OF MATERIALS OR THE SPECIFIC SERVICES GIVING RISE TO THE CLAIM BY CUSTOMER AGAINST AGRICON, LLC (SUCH AMOUNT SHALL BE REFERRED TO AS THE “CAP”). IN THE EVENT THAT CUSTOMER WAS NOT CHARGED SEPARATELY FOR THE SERVICES OUT OF WHICH CUSTOMER’S CLAIM AROSE, THEN THE CAP SET FORTH IN THE PRECEDING SENTENCE SHALL BE THE AMOUNT PAID BY CUSTOMER TO AGRICON, LLC FOR THE MATERIALS DIRECTLY RELATED TO THE SPECIFIC SERVICES GIVING RISE TO CUSTOMER’S CLAIM. THE LIMITATION OF LIABILITY IN THIS SUBPARAGRAPH (b) APPLIES REGARDLESS OF ANY THEORY OF RECOVERY BY CUSTOMER, INCLUDING CLAIMS BASED ON CONTRACT, TORT, OR OTHERWISE.

25. **Time for Bringing Action.** Any claim that Customer brings against Agricon, LLC for breach

of this Agreement or for any other claim that arises out of or relates to the Materials, the Services, or this Agreement must be filed in the court specified in Paragraph 26 below on or before the earlier of (a) twelve (12) months after the claim accrues; or (b) twenty-four (24) months after the shipment (or the providing of) the particular item of Materials or Services giving rise to the claim. Any claim that is not filed in compliance with the preceding sentence is deemed waived and shall be forever barred.

26. **Governing Law; Venue.** Agricon, LLC is headquartered in Indiana. This Agreement between Agricon, LLC and Customer shall be considered to have been made in the State of Indiana, and it shall be governed by and interpreted according to Indiana law, excluding conflict of law principles and also excluding the United Nations Convention on Contracts for the International Sale of Goods. Any dispute that arises out of or relates to the Materials, the Services, or this Agreement shall be brought exclusively in any federal or state court located in, or whose jurisdiction includes, Jasper County, Indiana that has jurisdiction of the subject matter. Customer irrevocably consents and agrees that any such court shall have personal jurisdiction and venue over Customer and waives any objection that such court is an inconvenient forum.
27. **WAIVER OF JURY TRIAL. CUSTOMER AND AGRICON, LLC WAIVE ANY AND ALL RIGHTS TO A JURY TRIAL ARISING OUT OF OR RELATED TO THE MATERIALS, THE SERVICES, OR THIS AGREEMENT. THIS WAIVER OF A JURY TRIAL IS IRREVOCABLE.**
28. **Independent Contractor Issues.** Agricon, LLC is and shall remain an independent contractor. Agricon, LLC is not responsible for any of Customer's obligations or liabilities.
29. **Complete Agreement; Amendment; No Assignment.** No representation, warranty, condition, or agreement of any kind or nature whatsoever shall be binding upon Agricon, LLC unless it is incorporated in this Agreement. Neither party is bound by any oral agreement. The terms in Agricon, LLC's quotation/proposal, order acknowledgment (if any), and these Standard Terms of Sale contain the entire agreement between Customer and Agricon, LLC, all of which will be referred to collectively as this "**Agreement**". None of the terms on Customer's purchase order or any other Customer document shall be incorporated into the Agreement, and none of those terms have any legal force or effect. Any amendment or change to this Agreement must be by a writing signed by duly authorized representatives of both Agricon, LLC and the Customer. Customer shall not assign or transfer any of its rights or obligations under these Standard Terms of Sale or this Agreement without the prior written consent of Agricon, LLC, which may be withheld or conditioned in Agricon, LLC's sole discretion. Any purported assignment, transfer, delegation, or subcontract in violation of this Section 29 shall be null and void. No assignment, transfer, delegation, or subcontract shall relieve Agricon, LLC of any of its obligations hereunder.

If Customer is a distributor, dealer, general contractor, or other intermediary (collectively, a "**Reseller**") and resells the Materials as new and unused to a first end user/end customer (the first end user/end customer will be referred to as the "**End User**"), then Agricon, LLC's Standard Terms of Sale will apply to the End User as well as to the Reseller. On or before the resale of such Materials to the End User, the Reseller shall obtain a written consent from the End User agreeing that the End User accepts and is bound by the terms of Agricon, LLC's Standard Terms of Sale. If Reseller does not obtain such written consent from the End User on a timely basis, then (a) the Reseller shall be solely liable for all liabilities and obligations related to the resold Materials or related to the End User; and (b) the Reseller

shall defend, indemnify, and hold harmless Agricon, LLC from all liabilities, damages, and costs (including attorneys' fees) arising out of or related to the resold Materials and any claims asserted by the End User.

---END OF AGRICON, LLC'S STANDARD TERMS OF SALE ----