



## PALRAM AMERICAS GROUP

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**PALRAM AMERICAS, INC.**  
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**PALRAM 2000, INC.**  
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**PALRAM PANELS, INC.**  
9741 Commerce Circle  
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The following terms and conditions shall govern all sales of products and services by Palram Industries (1990) Ltd. or any of its affiliates or related entities, including, but not limited to, Palram Americas, Inc. and Palram Europe, Ltd.

### **Standard Terms and Conditions of Sale**

1. **Definitions.** As used in these Standard Terms and Conditions of Sale, (a) the terms “we”, “us,” “our,” “Palram” or “seller” means Palram Industries (1990) Ltd. or whichever affiliate or related entity you are purchasing products or services from, including, but not limited to, Palram Americas, Inc. and Palram Europe Ltd. (each, a “Palram Entity”) and (b) the terms “you”, “your,” “buyer” and other similar terms mean any sole proprietor, corporation, limited liability company, partnership or other legal person ordering or accepting any products or services from us.
2. **General.** The sale or provision of any products or services by us to you shall be exclusively governed by, and subject to, these Terms and Conditions of Sale as in effect on the date of our acceptance of your order and is expressly conditioned on your acceptance and agreement to these Terms and Conditions of Sale. These terms and Conditions of Sale shall apply regardless of whether communications between you and us with respect to the sale or provision of any products are conducted in person, on-line, by telephone, by means of regular or express mail, facsimile, electronic mail or any other means of communication. These Terms and Conditions of Sale, together with the statement of the type and quantity of the products to be provided by us and the requested delivery date set forth in our written acknowledgment of your order, shall constitute the entire agreement between us and you regarding the sale or provision of such products. Quotations provided by us to you do not constitute an offer by us and no order from you shall create a binding contract until accepted in writing by us. No terms and conditions in any Internet website you maintain or any request for proposal, request for quotation, purchase order or other communication or correspondence we receive from you that are inconsistent with or in addition to these Terms and Conditions of Sale shall have any force or effect, and our commencement of performance or delivery of any products to you shall not be deemed or construed to constitute our acceptance of any such inconsistent or additional terms and conditions. These Terms and Conditions of Sale constitute our written objection to and rejection of all inconsistent or additional terms, conditions and limitations set forth in any Internet website you maintain or any correspondence or communication we receive from you. If these Terms and Conditions of Sale differ from the terms and conditions of your purchase order or any Internet website you maintain or any other correspondence or communication we receive from you that may be construed as an offer, these Terms and Conditions of Sale shall be construed as our counteroffer and will not be effective as an acceptance of your terms and conditions. Placing any purchase order with any Palram entity or acceptance of any Palram goods or services constitutes your assent to these terms and conditions.

3. Acceptance of Orders; Changes. We reserve the right to reject any order we receive for any or no reason, in our sole and absolute discretion. Orders for products received by us are accepted subject to these Terms and Conditions of Sale by our issuance of a written order acknowledgment to you stating the type and quantity of the products to be provided by us and the requested delivery date of such products. Verbal, telephone or facsimile orders and any requested variations to orders must be confirmed in writing by you. Without such written confirmation, we accept no responsibility for errors or subsequent misunderstandings and we reserve the right to decline or postpone filling the order pending our receipt of written confirmation or clarification of any questionable terms. Orders accepted by us may be modified only by a written change order signed by us, identifying your original order in reasonable detail and setting forth the particular changes to be made and the effect of such changes on the price, delivery date and other terms of sale and any additional fees or charges resulting from such changes. Quoted prices are subject to change without notice at any time prior to our acceptance of your order unless quoted as firm for acceptance by you within a specified period of time. Catalogs, price lists and other advertising materials are only an indication of the type of products we sell and no prices or other particulars contained therein shall be binding on us. Unless otherwise specified in our written acknowledgment of your order, any variation over or under in the number, weight or quantity of products shipped not exceeding ten percent (10%) of the number, weight or quantity of products identified in our written acknowledgment of your order shall constitute compliance with the order, and the pricing set forth in our acknowledgment of your order will apply to any excess products shipped.
4. Taxes. Prices quoted do not include any taxes, excises, levies or other impositions or other governmental charges of any nature whatsoever, that we or you may be required to pay or collect by reason of any law or governmental authority of any country or jurisdiction based upon the sale, purchase, delivery, export, import, storage, processing, use, consumption, or transportation of the products or services, whether now or hereinafter enacted (collectively, "Taxes") , and all such impositions shall be for your account and shall be added to the price of the products and stated on our invoice. In the event we are required to pay any such Tax, you will reimburse us therefore or, in lieu of such payment for taxes, shall provide us with exemption certificates or other documents acceptable to applicable taxing or customs authorities.
5. Payment.
  - a. Unless otherwise expressly agreed, all payments for products and services sold by us are payable in the currency of the Palram Entity that is contracting to provide the products or services and are due within thirty (30) days from our invoice date unless otherwise stated on the invoice. Time shall be of the essence in regard to such payment. Receipts for payment will only be issued upon request.
  - b. You must provide us with written notice of any dispute with respect to invoiced amounts no later than ten (10) days following the invoice date, specifying the nature and reason for your dispute in reasonable detail, and providing reasonable backup information, and you must actively work with us in good faith to resolve the dispute or it will be deemed to have been irrevocably waived by you. Regardless of whether you have notified us of any dispute with respect to any invoice, all invoiced amounts shall be paid without deduction, defalcation or set-off, except that, solely with respect to any invoice, or part thereof, that you have

notified us is in dispute in accordance with this Section 5, you may withhold payment of the disputed amount pending resolution of such dispute.

- c. Past due amounts (other than amounts in good faith dispute and for which you have provided us proper and timely written notice of such dispute within ten (10) days following the invoice date and actively worked with us in good faith to resolve the dispute) shall be subject to a service charge of two percent (2.0%) per month or the maximum rate of interest permitted by applicable law, if lower. You will pay all costs and expenses (including reasonable attorneys' fees and expenses and collection agency fees, if any) incurred by us in collecting or attempting to collect any past due amounts.
  - d. We may cause any or all products subject to the retention of title or security interest granted pursuant to Section 6 of these Terms and Conditions of Sale to be immediately repossessed if any payment to be made by you on any order is past due. If you fail to make any payments when due, or if we determine at any time, in our sole discretion, that your credit is unsatisfactory, or if you become insolvent or otherwise subject to bankruptcy or similar laws for the protection of creditors, cease to be an entity, have a receiver appointed or pass a resolution for winding up, we may as further provided in Section 14 below require advance cash payment or other adequate assurances of performance from you, and until we receive such advance cash payment or assurances, as appropriate, we shall have the right, in our discretion, to terminate the contract and/or suspend any performance whether or not we have received payment in full on any particular order. We may also repossess all products for which the price has not been paid in full
6. Title and Security Interest. Until payment in full of the price of the products, title to and ownership of the products shall remain in us even if the products have been delivered to you. To the extent such reservation of title is not effective, you hereby grant us a purchase money security interest in all products, and in the products and proceeds of such products, as security for your obligation to make payment for such products to us. You will perform all acts necessary to protect our interest, including executing and delivering all instruments and taking all other actions we may reasonably request to secure such rights. We shall be subrogated to all of your rights arising in the event of any payment or other satisfaction for damaged, lost or destroyed products.
7. Shipment and Delivery. Unless otherwise stated on our invoice or our written acknowledgment of your order, all products are priced, sold and shipped CIP at the agreed point of delivery or, if none, at our facility, and you are responsible for transportation of the products from our facility, at your sole cost and expense (including costs of insurance covering products in transit). If another delivery destination is requested by you and stated on our invoice, we reserve the right to designate all carriers. If a specific delivering carrier is required, you must designate such carrier in writing to us no later than fifteen (15) days prior to the estimated shipment date. We reserve the right to make partial shipments in our discretion. In no event shall we be responsible for any loss or damage resulting from the means of delivery or routing used or for any other losses or damages to products arising while in transit, and you agree to make any claim therefor directly against the carrier. If you are unable to accept any products when delivered by us, you will pay all reasonable storage charges incurred by us, including costs of commercial storage, if necessary.

8. Risk of Loss. Notwithstanding any provision hereof regarding transfer of title to the products, unless otherwise expressly agreed, risk of loss to products shall pass to you upon delivery to the carrier at the point of shipment, irrespective of any freight allowance, prepayment of freight, or other designation to the contrary, and thereafter risk of loss or damage with respect to such products shall be for your account.
9. Delivery and Performance Dates; Force Majeure.
  - a. All shipping and delivery dates provided by us, including shipping and delivery dates set forth in our written acknowledgment of your order, are estimates. We will use commercially reasonable efforts to comply with your requested shipping and delivery dates; however, we shall not be liable for any loss, damage, cost, expense or charge of any nature whatsoever resulting from delays in shipment or delivery.
  - b. Without limitation of the foregoing, under no circumstances shall we be liable for any failure or delay in shipment, delivery or performance resulting from any cause beyond our control, including, but not limited to, your failure to provide instructions, your provision of incorrect instructions, provisions of law or governmental orders, edicts or regulations; accident, explosion, fire, windstorm, earthquake, hurricane, flood or other casualty or act of God; epidemic, pandemic or quarantine or similar restriction; strike, lockout, or other labor difficulty; riot, war, insurrection or terrorist act; shortage or inability to secure labor or other services, raw materials, production or transportation facilities; or for delays or failures by third parties to provide supplies, components, services, parts or equipment required by us to complete your order (collectively, a “Force Majeure Event”). We reserve the right to allocate raw materials and finished products inventories, and the means of production, among our customers (including those customers having contracts in place with us as of any given date and those customers placing orders with us at any time after such date) and for our own use at any time, including, but not limited to, following the occurrence of any Force Majeure Event, in such manner as we deem necessary or appropriate, in our sole discretion.
10. Inspection; Rejection of Products. It is your responsibility to inspect all products upon delivery. You may not reject any products delivered by us pursuant to any order that we have accepted unless the products do not conform to the product specifications attached to the contract or to our standard product warranty for such products available to end users. We reserve the right to make any changes to the product specifications that are required to conform to any applicable statutory or European Union requirements. You may also reject any products we deliver that exceed the statement of the quantity of the products to be provided by us set forth in our written order acknowledgment by more than ten percent (10%). Rejection of any products shall be made by providing us written notice of such rejection within five (5) days after delivery or tender of the products, which time is agreed to be commercially reasonable, and any attempt to reject any product which does not comply with the provisions of this Section 10 shall be void.

## 11. WARRANTY LIMITATIONS.

- a. **EXCEPT FOR OUR EXPRESS WRITTEN END USER WARRANTIES REFERRED TO IN SECTION 10, ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED BY OPERATION OF LAW OR OTHERWISE, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE EXCLUDED. WE MAKE NO WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO PRICE AND EXPRESSLY RESERVE THE RIGHT TO SELL TO DIFFERENT CUSTOMERS AT DIFFERENT PRICES. WE SHALL NOT BE LIABLE FOR PERSONAL INJURIES, LOSS OF PROFITS OR CONTRACTS, COSTS OF REMOVAL OR REINSTALLATION OF ANY PRODUCTS OR ANY OTHER DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, LIQUIDATED, PUNITIVE OR OTHER DAMAGES DIRECTLY OR INDIRECTLY ARISING OR RESULTING FROM THE BREACH OF ANY OF THE TERMS HEREOF, THE BREACH OF ANY EXPRESS WRITTEN PRODUCT WARRANTY MADE BY US OR OTHERWISE IN CONNECTION WITH OUR PRODUCTS OR ANY OF THE TRANSACTIONS BETWEEN US AND YOU UNDER ANY THEORY OF LAW OR EQUITY (WHETHER UNDER CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, CONTRIBUTION, INDEMNITY, INFRINGEMENT, STATUTE OR OTHERWISE).**
  
- b. **YOU ARE SOLELY RESPONSIBLE FOR DETERMINING WHETHER THE HANDLING, STORAGE, ASSEMBLY, INSTALLATION OR USE OF ANY PRODUCTS PURCHASED FROM US IS SAFE AND APPROPRIATE IN ANY LOCATION, FOR ANY GIVEN APPLICATION OR IN ANY GIVEN CIRCUMSTANCE. WE ARE NOT RESPONSIBLE FOR ANY DAMAGES OR INJURY TO YOU, ANY OTHER PERSON OR ANY PROPERTY RESULTING FROM THE IMPROPER HANDLING, STORAGE, INSTALLATION, ASSEMBLY OR USE OF OUR PRODUCTS OR THE FAILURE TO FOLLOW OUR WRITTEN INSTRUCTIONS REGARDING THE HANDLING, STORAGE, INSTALLATION, ASSEMBLY AND USE OF OUR PRODUCTS. ANY TECHNICAL ADVICE GIVEN BY US TO YOU IS GIVEN IN GOOD FAITH FOR YOUR ASSISTANCE AS AN ACCOMMODATION, AND SHALL NOT AFFECT THESE CONDITIONS. UNLESS OTHERWISE EXPRESSLY INDICATED BY US, OUR PRODUCTS ARE INTENDED FOR NORMAL RESIDENTIAL USE ONLY. WE ARE NOT RESPONSIBLE FOR ANY LOSS, DAMAGE, COST OR EXPENSE RESULTING FROM ANY USE OF OUR PRODUCTS FOR ANY APPLICATION THAT IS NOT RECOMMENDED BY OUR WRITTEN INSTRUCTIONS OR THAT IS NOT PERMITTED BY APPLICABLE BUILDING CODES IN EFFECT IN THE LOCATION WHERE YOU WILL USE OUR PRODUCTS. ALWAYS USE CARE AND APPROPRIATE SAFETY EQUIPMENT (INCLUDING EYE PROTECTION) WHEN ASSEMBLING OR INSTALLING OUR PRODUCTS.**

## **12. LIMITATION OF REMEDIES.**

- a. IN NO EVENT SHALL OUR LIABILITY FOR ANY CLAIMS MADE BY YOU EXCEED THE AMOUNTS WE ACTUALLY RECEIVE FROM YOU.**
  - b. OUR LIABILITY, AND YOUR REMEDY, WITH RESPECT TO ANY CLAIM RELATING TO ANY OF THE TRANSACTIONS BETWEEN YOU AND US (INCLUDING, WITHOUT LIMITATION, WITH RESPECT TO ANY PRODUCTS REJECTED BY YOU THAT DO NOT COMPLY WITH THE APPLICABLE PRODUCT SPECIFICATIONS OR PRODUCT WARRANTIES), OR FOR ANY BREACH OF THESE TERMS AND CONDITIONS OF SALE OR OUR NEGLIGENCE, SHALL BE LIMITED, AT OUR SOLE OPTION, TO (A) REPAIRING ANY NONCONFORMING PRODUCTS AT OUR COST AND EXPENSE WITHIN A COMMERCIALY REASONABLE TIME, IN WHICH CASE YOU SHALL, AT YOUR SOLE EXPENSE, PROVIDE US WITH ALL NECESSARY ASSISTANCE AND ADEQUATE MEANS FOR REPAIRING AND TESTING THE PRODUCTS, (B) REPLACING ANY NONCONFORMING PRODUCTS AT OUR COST AND EXPENSE (INCLUDING COSTS OF SHIPMENT) WITHIN A COMMERCIALY REASONABLE TIME OR (C) REFUNDING OR CREDITING AMOUNTS PAID BY YOU TO US FOR SUCH NONCONFORMING PRODUCTS. NONCONFORMING PRODUCTS MAY BE RETURNED TO US AT OUR EXPENSE ONLY UPON OUR WRITTEN AUTHORIZATION DIRECTING YOU TO RETURN SUCH PRODUCTS TO US.**
13. Several Responsibility. Each Palram Entity shall only be individually responsible for the obligations and liabilities under particular contracts to which it is party. No guaranty, suretyship or joint liability of any nature shall be implied to exist between or among Palram Entities for the benefit of buyer or any third party except as otherwise agreed by the Palram Entity in question. These Terms and Conditions of Sale are part of all contracts for all sales of products by all Palram Entities unless otherwise expressly provided therein.
14. Cancellation; Adequate Assurance. You may not cancel any order unless we agree otherwise in writing. If we consent to your cancellation of any order we have accepted, you shall pay to us, as liquidated damages, within thirty (30) days of such cancellation, an amount equal to fifteen percent (15%) of the contract price of the cancelled order. Without limiting our rights in response to Force Majeure Events, we may cancel any accepted order upon written notice to you by reason of the occurrence of any event beyond our reasonable control that materially and adversely affects our ability to provide products to you in accordance with the terms of our written acknowledgment of your order. If we cancel any order, we will refund all amounts paid by you on account of the cancelled order. We may demand reasonable assurance of your ability to perform whenever we have reasonable grounds for insecurity, including, without limitation, your failure to pay or perform obligations to us or others, your financial distress, unfavorable changes in industry conditions generally, changes in your payment habits, assignment by you of obligations or rights, or your exceeding of credit limits determined by us in our sole discretion, regardless whether such grounds existed when we accepted your order or arose later. Such assurance may include, in our discretion, provision of detailed financial information, audits of your records, full or partial prepayment for orders, accelerated

payment of invoices, assurance of your intentions to perform, letters of credit or other security.

15. No License of Intellectual Property. You are not granted any license or other rights of any nature whatsoever with respect to any of our trademarks, trade names, trade secrets, patents, copyrights or other intellectual property rights by reason of purchasing any of our products or otherwise in connection with any transaction subject to these Terms and Conditions of Sale, and all such trademarks, trade names, trade secrets, patents, copyrights or other intellectual property rights shall be and remain our sole property.
16. Export Sales. You shall comply with all applicable laws, rules, and regulations of all jurisdictions have a relation to the purchase and movement of, and payment for, any products we may sell or otherwise provide to you, and you will not import, export or transfer any products sold or provided by us without obtaining all necessary or required governmental or other authorizations or approvals or otherwise complying with all applicable legal requirements and payment of any duties on such products.
17. Governing Law; Jurisdiction and Venue. These Terms and Conditions of Sale, and any transaction entered into by us and you subject to these Terms and Conditions of Sale, shall be deemed to have been made in and will be governed by and construed under the laws of the domicile of the Palram Entity which is the seller of the products, or, at Palram's option, the domestic, internal laws of the Commonwealth of Pennsylvania, United States of America, or the State of Israel, without regard to its principles pertaining to conflict of laws. The United Nations Convention on Contracts for the International Sale of Goods does not apply to any sale of products from us to you. Any suit, action or other proceeding under these Terms and Conditions of Sale, or relating or pertaining in any manner whatsoever to any transaction entered into by us and you subject to these Terms and Conditions of Sale, shall, at our option be commenced and litigated exclusively in the Court of Common Pleas of Lehigh County, Pennsylvania or the United States District Court for the Eastern District of Pennsylvania sitting in Allentown, Pennsylvania or the appropriate court sitting in Haifa Israel. By ordering or accepting any products from us, you irrevocably consent and submit to the exclusive jurisdiction and venue of any such court and irrevocably waive any objection (including any objection to the laying of the venue of any suit, action or proceeding brought in any such court and any claim that such suit, action or proceeding brought in such court has been brought in an inconvenient forum or that any such court lacks jurisdiction) which you may now or hereafter have to the bringing of such suit, action or proceeding in any such court.
18. Miscellaneous. By ordering or accepting any products from us, you represent and warrant to us that you have the authority and capacity to purchase products from us under these Terms and Conditions of Sale and, if applicable, to legally bind the corporation, limited liability company, partnership or other separate legal entity, if any, that you are employed by or otherwise represent. You may not assign any of your rights under these Terms and Conditions of Sale or under any order which is governed by these Terms and Conditions of Sale without our prior written consent. None of our officers, employees, agents or other representatives has the authority to modify, amend or waive any provision set forth in these Terms and Conditions of Sale except in a written instrument signed by one of our senior executive officers, and any other purported amendment, modification or waiver of these Terms and Conditions of Sale (including in all events all purported oral amendments, modifications or waivers) shall be void and of no force or effect. These Terms and Conditions of Sale may not be modified or altered by any course of dealing

between you and us or by reference to any purported usage of trade. Any written waiver of any term, provision or breach of these Terms and Conditions of Sale granted by us shall be limited to the particular term, provision or breach referred to in such written waiver and shall not be construed as a waiver of any other term, provision or breach hereof or of any other fact or matter, nor shall any such waiver be deemed or construed as a continuing waiver unless otherwise expressly set forth in such written waiver. Any provision of these Terms and Conditions of Sale prohibited by applicable law shall be ineffective to the extent of such prohibition in such jurisdiction only. If any provision of these Terms and Conditions of Sale is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of these Terms and Conditions of Sale will remain in full force and effect. Any provision of these Terms and Conditions of Sale held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable. Our failure to require strict performance of any term or provision hereof shall not affect our right thereafter to require strict performance of such term or provision or any other term or provision hereof. A notice required under these Terms and Conditions shall be deemed sufficient in a writing addressed to the other party at its registered office or such other address as may have been given by the receiving party. Nothing set forth herein shall be deemed or construed to limit any rights or remedies available to us or to prohibit us from exercising any rights or remedies available to us under any applicable laws or equitable principles.

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