

LOUISIANA-PACIFIC CORPORATION
U.S. Sales Terms & Conditions

- 1. ENTIRE AGREEMENT.** Sales by Louisiana-Pacific Corporation and its US subsidiaries and affiliates ("LP"), are governed by these terms and conditions. This is an offer conditioned on Buyer's acceptance of all, and only, these terms. LP objects to any different or additional terms. This is the final and complete expression of all terms and conditions of the agreement. Any representations, promises, warranties, or statements that are not contained here are void. These terms and conditions can be modified, waived, or amended only in a writing signed by both Buyer and LP.
- 2. PAYMENT.** Payment is due according to the terms set forth on the invoice. If Buyer fails to pay any sum owed when due, a late payment charge of 1.5 percent per month will be made on all past due amounts. In no event will this charge exceed the maximum rate allowed by law. Buyer also agrees to pay actual attorneys' fees and other costs LP incurs to collect sums owed.
- 3. FINANCIAL RESPONSIBILITY.** All decisions for the extension or continuation of credit shall be at the sole discretion of LP. If LP has any doubt at any time as to Buyer's financial responsibility, LP, at its option, either may (a) decline to make further shipments except upon receipt of cash in advance or upon giving of other security satisfactory to LP, or (b) terminate this agreement. Nothing in this Section 3 is intended to affect the obligation of Buyer to accept and pay for goods.
- 4. LIMITED WARRANTIES.** LP publishes written warranties for specific products. They may be found at www.lpcorp.com. LP'S PUBLISHED WARRANTIES ARE THE ONLY WARRANTIES PROVIDED FOR THE SPECIFIC PRODUCT(S) NAMED IN THE WARRANTIES. ALL OTHER CONDITIONS, REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, ARE SPECIFICALLY DISCLAIMED AND EXCLUDED INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.
- 5. REMEDY LIMITATIONS.** Buyer's remedies and LP's liabilities on any claim shall be limited as set out in the applicable then current published LP product warranty. UNDER NO CIRCUMSTANCES SHALL LP BE LIABLE TO BUYER OR ANY OTHER PERSON FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR INDIRECT DAMAGES WHICH ARE SUFFERED BY BUYER OR ANY OTHER PERSON WHETHER ARISING IN TORT, CONTRACT, OR OTHERWISE. BUYER AND LP FURTHER WAIVE ALL RIGHTS, IF ANY, ARISING UNDER THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS.
- 6. TITLE AND RISK.** Irrespective of any provisions concerning freight or price, title and risk of loss or damage shall pass to Buyer upon delivery of goods to any carrier at LP's plant or other point of origin. LP reserves the right to route all shipments, and may assist Buyer in processing claims against carriers, without incurring liability for those claims.
- 7. DELAYS.** If LP is unable to ship the ordered goods because of fire, flood, windstorm, or other act of God, labor or civil disturbance, shortage of raw materials, failure of timely delivery by LP's suppliers, energy or transportation shortages, or any other cause whether or not similar to the causes listed above, beyond LP's reasonable control, LP reserves the right to cancel the affected order without any liability to Buyer whatsoever. In no event shall LP be obligated to purchase material from others to enable LP to deliver goods to Buyer.
- 8. DEFAULT.** Buyer will be in default if (a) Buyer fails to pay to LP any amount when due under this agreement, (b) Buyer fails for a period of five days after receiving written notice from LP to fulfill or perform any provisions of this agreement (other than the prior provision relating to due date of payments), (c) Buyer becomes insolvent or bankrupt, or a petition is filed voluntarily or involuntarily and not dismissed within 30 days from filing, or (d) Buyer makes a general assignment for the benefit of its creditors, or a receiver is appointed, or a substantial part of Buyer's assets are attached or seized under legal process and not released within 30 days thereafter.

Upon Buyer's default, LP may, at its option, without prejudice to any of its other rights and remedies, and without demand for payments past due, (a) make shipments subject to receipt of cash in advance, (b) terminate this agreement and declare immediately due and payable the obligations of Buyer for products previously shipped, notwithstanding any other provision in these terms and conditions, (c) demand reclamation, and/or (d) suspend any further deliveries until the default is corrected, without releasing Buyer from its obligations under this agreement.
- 9. APPLICATION INSTRUCTIONS/MSDS.** Buyer will familiarize itself with all information in LP's published product application instructions, and with all precautions disclosed in safety and health information, including but not limited to any MSDS transmitted to Buyer by LP, or any information supplied to Buyer by LP or otherwise available to Buyer from LP.
- 10. TAXES.** Except for federal or state income taxes, Buyer is responsible for all taxes levied against its transactions with LP. LP may either bill the taxes to the Buyer separately or add the taxes to the prices of the products shipped.
- 11. GOVERNING LAW.** Any transaction subject to these terms and conditions shall be governed by the laws of the state of Tennessee without regard for its choice of law provisions.
- 12. QUANTITY TOLERANCES.** LP may increase or decrease the quantity called for under the invoice by no more than 10% if necessary to avoid waste, to avoid breaking customary shipping units, to meet minimum tariff requirements, or to comply with governmental regulations.
- 13. NO SET OFF.** Buyer is not entitled to set off the amount of any claim it asserts against LP from the price invoiced to it by LP, unless the claim is first allowed in writing by LP.