

APM SALE OF MATERIALS AGREEMENT

This sale of materials agreement (“Agreement”) sets forth the terms and conditions governing the relationship between the purchaser (“Buyer”) identified on the APM Account & Credit Application, or any other person or entity from which APM accepts a “Purchase Order” (as defined in Section 1.1 below) and APM. As used herein, “APM” and “Artistic Paver Manufacturing” shall refer to either Artistic Paver Manufacturing, LLC or Artistic Paver Manufacturing of Phoenix, LLC as designated on the Purchase Order. APM and Buyer are individually referred to as a “Party” and collectively, the “Parties.” Exhibits and schedules annexed hereto shall be deemed incorporated by reference as if fully set forth herein. For good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Parties agree as follows:

SECTION 1. SALE OF MATERIALS

1.1 During the term hereof, APM shall transfer and deliver to Buyer, and Buyer shall accept and pay for the goods (“Materials”) set forth in one or more purchase orders (each, a “Purchase Order,” and collectively, “Purchase Orders”) as may be accepted by APM as provided herein. A Purchase Order that has been accepted by APM (each, a “Confirmed Purchase Order”) shall constitute a separate contract which shall be governed by the terms of the Agreement. Subject to Section 11.1 hereof, in no event shall any term or condition of Buyer, whether in writing or otherwise, become a part of, supplement or modify this Agreement under any circumstances. The Materials covered by this Agreement are solely those specifically identified in an Accepted Purchase Order.

SECTION 2. ORDERS

2.1 Buyer shall submit Purchase Orders in accordance with the terms and conditions of this Agreement. Prior to submitting a Purchase Order, Buyer may submit a quotation request using the Artistic Paver Request for Quote (RFQ) form, a copy of which is annexed hereto as Exhibit A and is available on APM’s website at <https://www.artisticpavers.com/order> or by emailing a request to the East Coast or West Coast orders email set forth below. Pricing, terms, and conditions quoted shall be valid for a maximum of thirty (30) calendar days unless specifically stated otherwise on such quotation. Each Purchase Order must be submitted by email to orders-ec@artisticpavers.com or orders-wc@artisticpavers.com. Each Purchase Order submitted shall be complete and accurate and shall specify (i) the applicable APM quotation number, (ii) a description of the Materials, including the exact SKU(s), (iii) the quantity of Materials requested, (iv) pricing for the Materials as quoted by APM, (v) payment terms granted by APM (if any), (vi) the requested date for delivery, and (vii) the requested delivery location.

2.2 Purchase Orders submitted by Buyer hereunder shall not be binding on APM until the earlier of written acceptance by APM or “Delivery” (as defined in Section 4.1 below) but only with respect to that portion of the Purchase Order that was Delivered. Any automatic or computer-generated response to a Purchase Order by APM’s automated response system or otherwise shall not be deemed acceptance of a Purchase Order. Notwithstanding the foregoing, APM reserves the right to refuse, cancel or delay any Purchase Order placed by Buyer if Buyer is in breach or default hereof. No substitutions or changes to a Confirmed Purchase Order will be accepted unless approved in writing by APM.

2.3. As used herein, a “Custom Order” for Materials is defined as an order for Materials outside normal APM offerings that require custom fabrication and/or special materials. Confirmed Purchase Orders for Custom Order Materials may not be cancelled or returned under any circumstances. No Custom Order for Materials will be accepted without the payment of a deposit equal to fifty percent (50%) of the order total without regard to Buyer’s available credit with APM, if any.

2.4 Samples of Materials, if provided, are used solely to illustrate the general type and quality of the Materials, and do not constitute any express or implied representation that the Materials will conform to the sample. Buyer acknowledges and agrees to the Special Considerations set forth in Exhibit C hereof and the Efflorescence Advisory set forth in Exhibit D hereof. Buyer acknowledges that it has not been induced by any statements or representations of any person with respect to the quality or condition of the Materials and that no such statements or representations have been made. Buyer acknowledges that APM has accorded Buyer with the opportunity to inspect the Materials prior to Delivery and that Buyer is relying solely on its own evaluation of the Materials hereunder.

SECTION 3. PRICING, PAYMENT TERMS, CREDIT

3.1 APM shall invoice Buyer upon Delivery for amounts owed less any deposit received by APM with respect to the Materials Delivered. If Buyer has been granted credit, Buyer shall render timely, full and complete payment to APM in accordance with such terms of credit without abatement, reduction, or setoff. All payments due hereunder shall be made by wire transfer, ACH payment, certified check, bank check or such other method as may be agreed by APM in writing in advance. If APM elects, in its sole discretion, to accept payment via credit card, Buyer shall submit a completed and signed credit card authorization in the form annexed hereto as Exhibit B. Partial or full credit card payments for Purchase Orders equal to or greater than ten thousand dollars (\$10,000) shall incur a surcharge on such payment(s) equal to three percent (3%) except as may be prohibited by law.

Interest shall accrue on unpaid balances (including post-judgment balances) from the date due until receipt of cleared funds by APM at a rate equal to the lessor of three percent (3%) per month or the highest rate permissible under applicable law, calculated daily and compounded monthly.

3.2 Unless otherwise indicated on an invoice or Confirmed Purchase Order, prices exclude transportation, freight, insurance, special handling, pallets, packaging, delivery charges and applicable sales taxes, goods and service taxes, value-added taxes, use taxes or other applicable taxes. Buyer is solely responsible for the payment of inspection fees even if Buyer rejects the Materials or any of them. APM may, at any time and from time-to-time, modify pricing for Materials upon not less than thirty (30) calendar days' written notice of such pricing change. Any such price modification shall apply to any Purchase Order placed by Buyer following such 30-day notice.

3.3 Buyer shall be solely responsible for, and shall pay or reimburse APM for, all taxes, duties, assessments, and other governmental charges, however designated, that are now or hereafter imposed under or by any governmental authority or agency associated with the sale or purchase of any Materials; provided, however, that Buyer shall not be responsible for any income taxes imposed on APM by any governmental authority.

3.4 APM may but shall not be obligated to grant credit terms to Buyer. In the event APM does grant Buyer credit terms, APM reserves the right, in its sole discretion and without prior notice, to deny, cancel, change or limit the amount or duration of credit granted to Buyer, either generally or with respect to a particular Purchase Order. Any such changes to credit terms and/or any withholding or delay of shipment of Materials by APM resulting from such changes or credit limitations will not be construed as a cancellation or breach of this Agreement. Buyer agrees to provide APM with financial statements and other evidence of corporate and financial standing as APM may request from time to time to evaluate Buyer's credit risk, and Buyer shall comply with any and all such requests in writing within forty-eight (48) hours of such request. Buyer hereby grants APM a security interest in the Materials Delivered hereunder and to any proceeds therefrom (including Buyer's accounts receivables) until APM has received full payment of all amounts payable under this Agreement or any other agreement. Buyer shall execute and deliver any document requested by APM to perfect such security interest within forty-eight (48) hours of such request.

3.5 If for any reason, the supply of Materials or any materials used in the production of the Materials shall be insufficient for APM to meet its obligations to all buyers (including Buyer), APM may allocate its available supply of products among its existing or prospective

purchasers and/or its own departments, divisions and affiliates in such manner APM deems proper in APM's sole discretion, without thereby incurring liability on account of the method of allocation determined or its implementation or for failure to make any Delivery hereunder. APM shall have the right to discontinue the manufacture or sale of any Materials and cancel any orders for such Materials, to introduce new Materials, and to cancel any orders which, in APM's opinion, such manufacture, sale or the use of such Materials would or might infringe upon the rights of any third party including, without limitation, patent, trademark or copyright rights.

SECTION 4. DELIVERY, INSPECTION, RETURNS, CANCELATIONS

4.1 All Materials acquired by Buyer under this Agreement will be suitably packaged and/or palletized for shipment. Terms of delivery are Ex-Works (EXW). As used herein, "Delivery" and "Delivered" shall mean that the Materials have been made available for collection by Buyer at the location designated on the Approved Purchase Order. Each Delivery shall constitute a separate transaction even if invoiced as part of a larger transaction. Title to and risk of loss of the Materials will pass to the Buyer upon Delivery whether or not collected by Buyer. Buyer shall furnish the equipment and labor for loading the Materials on trucks furnished by Buyer. Shipping and delivery services may be arranged by APM on behalf of Buyer and in such event, Buyer assumes all risk of loss. Costs and expenses in connection with any shipping and delivery services or any special packaging requested by Buyer shall be borne solely by Buyer. Buyer shall be responsible for any and all freight, shipment, and insurance charges associated with shipment of the Materials, even if the order is rejected upon Buyer's receipt.

4.2 APM shall have the right, but not the obligation, to place any or all Materials that have been Delivered by APM but not collected by Buyer, into storage in its own warehouse or a third-party warehouse. Buyer shall be liable for all costs, expenses and risk of loss related to such storage, including a commercially reasonable fee for the storage of such Materials if stored in APM's warehouse. Materials not collected by Buyer within thirty calendar (30) days following Delivery will incur an administrative fee equal to one- and one-half percent (1-1/2%) of the amount invoiced for the Delivered Materials, calculated daily from the Delivery date hereunder and compounded monthly.

4.3 Buyer shall have the right to inspect the Materials for non-conformity for quantity, quality, and/or defects at the time and place of Delivery prior to acceptance and shall be responsible for all inspection costs in all circumstances. If, upon Buyer's request, APM arranges for shipment, Buyer shall inspect the Materials promptly upon receipt thereof. Buyer shall

have three (3) calendar days within which to give APM written notice of non-conformity. Any Materials found to be non-conforming shall be returned to APM, unused, and APM will either replace the nonconforming Materials with conforming Materials or credit the Buyer's account upon receipt thereof. Buyer's failure to provide APM with timely written notice of nonconforming Materials as provided herein shall constitute Buyer's waiver of all claims with respect to such Materials.

4.4 APM shall use commercially reasonable efforts to meet any specific Buyer requested delivery date(s) contained in any Purchase Order. Buyer acknowledges that, due to variations in availability of materials, plant capacities and carrier availability, the anticipated date(s) for delivery are estimates only. APM shall not be liable for any failure to deliver Materials to Buyer within any estimated delivery period. Notwithstanding any terms and conditions set forth hereunder, APM reserves the right to refuse, cancel or delay any Delivery if any amounts payable to APM become past due, if payment has not been arranged to APM's reasonable satisfaction, or if Buyer has failed to perform any of its material obligations hereunder. Such refusal, cancellation or delay shall not be deemed a breach or default hereof.

4.5 No Materials may be returned, nor orders cancelled except as provided in this Section 4.5. No used, obsolete, discontinued or Custom Order Materials will be accepted for return under any circumstances. For all other returns or order cancellations, Buyer shall submit a Return Materials Authorization ("RMA") request using the form provided on APM's website at <https://www.artisticpavers.com/downloads/RMARequest.pdf>. RMA requests not approved in writing by APM shall be deemed rejected. *RMA requests not received within thirty (30) calendar days following Delivery will be rejected.* Incomplete or inaccurate RMA requests will be rejected. APM will use reasonable efforts to respond to RMA requests within five (5) days of receipt thereof and, if approved, shall designate a location for the return of the Materials. Buyer shall be responsible for all costs in connection with order cancellations and/or returning Materials including, without limitation, storage (if incurred pursuant to paragraph 4.2 above), transportation, insurance and loading/unloading labor costs. A restocking charge equal to fifty percent (50%) of the invoiced price for the returned Materials will be deducted from any amounts credited to Buyer's account hereunder.

SECTION 5. TERM AND TERMINATION

5.1 This Agreement shall commence on the date APM accepts Buyer as a customer and shall continue in effect until terminated by either Party as set forth herein.

5.2 Either Party may terminate this Agreement at any time with or without cause by giving thirty (30) days prior written notice. Such termination shall not relieve Buyer of its responsibility to pay amounts due with respect to any Delivery, Confirmed Purchase Orders or Custom Order Materials.

5.3 Either Party may terminate this Agreement at any time in the event of a material breach by the other Party that remains uncured after thirty (30) calendar days (ten (10) business days for nonpayment by Buyer) following written notice thereof. Such termination shall be effective immediately and automatically upon the expiration of the applicable notice period, without further notice or action by either Party. Termination shall be in addition to any other remedies that may be available to the non-breaching Party.

5.4. Notwithstanding anything to the contrary contained herein, this Agreement shall terminate automatically and without notice upon the occurrence of any of the following events, each of which shall be deemed to be an incurable breach of this Agreement: (i) Buyer's dissolution, termination of existence, insolvency or bankruptcy; (ii) the appointment of a receiver of any part of the property of Buyer; (iii) an assignment for the benefit of creditors by Buyer; (iv) the filing by Buyer of a petition in bankruptcy or under any insolvency laws or any laws related to the relief of debtors, readjustment of indebtedness or reorganization of Buyer; (v) Buyer's failure to make payments when due under any agreement with a third-party lender; (vi) any sale or transfer of goods by Buyer that might constitute a bulk sale; or (vii) Buyer's failure to comply with any law with respect to conduct related to this Agreement, or engaging in any practice with respect to the Materials determined to be illegal or an unfair trade practice. This Agreement shall terminate immediately and automatically upon any determination by a court of competent jurisdiction that either Party is excused or prohibited from performing in full all obligations hereunder, including, without limitation, rejection of this Agreement pursuant to 11 U.S.C. §365.

5.5 APM shall not be liable hereunder for any failure or delay in the performance of its obligations hereunder if such failure or delay is on account of an event of force majeure, including, without limitation, civil commotion, war, fires, floods, accidents, earthquakes, inclement weather, telecommunications failures, electrical outages, network failures, governmental regulations or controls, casualty, strikes or labor disputes, terrorism, pandemics, epidemics, local disease outbreaks, public health emergencies, communicable diseases, quarantines, or acts of God, in addition to any and all events, regardless of their dissimilarity to the foregoing, beyond the reasonable control of APM, for so long as such event of force majeure continues and for a reasonable period thereafter. APM shall endeavor to provide Buyer with

notice of the occurrence of such event within fifteen (15) business days thereof.

SECTION 6. LIMITED WARRANTY; DISCLAIMER OF IMPLIED AND ALL OTHER WARRANTIES

6.1 APM WARRANTS TO BUYER THAT THE MATERIALS SHALL BE AS DESCRIBED IN THIS AGREEMENT. APM WARRANTS THAT, FOR A PERIOD OF ONE (1) YEAR FROM THE DATE OF DELIVERY, THE MATERIALS WILL BE REASONABLY FREE OF DEFECTS IN MATERIALS AND WORKMANSHIP. THIS LIMITED WARRANTY SHALL ONLY APPLY TO SUCH MATERIALS THAT FAILED DUE TO A MANUFACTURING DEFECT ("NON-CONFORMING MATERIALS"). WITHOUT LIMITATION, APM IS NOT LIABLE FOR ANY PERCEIVED DAMAGE TO MATERIALS DUE TO ANY USE, INSTALLATION, STORAGE OR HANDLING FOLLOWING DELIVERY HEREUNDER. APM WILL, AT ITS OPTION, REPAIR OR REPLACE NON-CONFORMING MATERIALS WITHOUT CHARGE, OR REFUND THE PURCHASE PRICE PAID BY BUYER FOR SUCH MATERIALS, IF SUCH MATERIALS FAIL OR DO NOT PERFORM AS WARRANTED SOLELY DUE TO A MANUFACTURING DEFECT WITHIN THE WARRANTY PERIOD, SUBJECT TO THE EXCLUSIONS SET FORTH HEREIN. SUCH REPAIR OR REPLACEMENT DURING THIS ONE (1) YEAR WARRANTY SPECIFICALLY EXCLUDES ANY AND ALL COSTS AND EXPENSES ASSOCIATED WITH REMOVAL, TRANSPORTATION, STORAGE AND/OR REINSTALLATION OF MATERIALS, AND APM'S OBLIGATION AS TO SUCH REPAIR OR REPLACEMENT SHALL FURTHER BE LIMITED TO REPAIR OR REPLACEMENT WITH THE STYLES, MODELS, PRODUCTS, COLORS, ETC. OF THE GOODS THAT ARE AVAILABLE AT THE TIME OF THE REPAIR OR REPLACEMENT. ANY REPAIRED OR REPLACED MATERIALS SHALL ALSO REMAIN SUBJECT TO THE ORIGINAL ONE (1) YEAR WARRANTY, AND ANY REPAIR OR REPLACEMENT SHALL NOT EXTEND THE ORIGINAL WARRANTY PERIOD IN ANY MANNER OR START A NEW WARRANTY PERIOD.

6.2 APM MAKES NO OTHER WARRANTIES OR REPRESENTATIONS WITH RESPECT TO THE MATERIALS AND THE TRANSACTIONS CONTEMPLATED AS A RESULT OF THEIR SALE. APM MAKES NO OTHER WARRANTIES OR REPRESENTATIONS TO BUYER OR ANY OTHER PERSON OF ANY KIND, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THE MATERIALS, AND APM SPECIFICALLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. BUYER'S SOLE REMEDY FOR ANY CLAIM AGAINST APM SHALL BE LIMITED TO APM'S OBLIGATION TO REPAIR OR REPLACE NON-CONFORMING MATERIALS, OR TO REFUND THE PURCHASE PRICE PAID BY BUYER FOR THE NON-CONFORMING MATERIALS, AS APM MAY ELECT IN ITS SOLE DISCRETION. BUYER ASSUMES ALL RISK OF LOSS OR DAMAGE WHATSOEVER RESULTING FROM OR

RELATED TO THE USE OF THE MATERIALS PURCHASED, WHETHER USED ALONE OR IN COMBINATION WITH OTHER PRODUCTS OR MATERIALS NOT FURNISHED BY APM.

6.3 IN NO EVENT SHALL APM BE LIABLE UNDER THIS AGREEMENT OR OTHERWISE, TO BUYER OR ANY OTHER PERSON OR ENTITY FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, STATUTORY, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOSS OF USE, LOSS OF TIME, SHUTDOWN OR SLOWDOWN COSTS, INCONVENIENCE, LOSS BUSINESS OPPORTUNITIES, DAMAGE TO GOODWILL OR REPUTATION, OR OTHER ECONOMIC LOSS, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, WHETHER OR NOT SUCH DAMAGES COULD HAVE BEEN REASONABLY FORESEEN. THE LIABILITY OF APM, AND BUYER'S SOLE AND EXCLUSIVE REMEDY FOR DAMAGES FOR ANY CLAIM OF ANY KIND WHATSOEVER UNDER THIS AGREEMENT OR OTHERWISE, REGARDLESS OF LEGAL THEORY, SHALL NOT EXCEED THE ACTUAL PURCHASE PRICE OF THOSE GOODS WITH RESPECT TO WHICH SUCH CLAIM IS MADE. NO ACTION SHALL BE BROUGHT FOR ANY CLAIM RELATING TO OR ARISING OUT OF THIS AGREEMENT MORE THAN ONE (1) YEAR AFTER THE ACCRUAL OF SUCH CAUSE OF ACTION, EXCEPT FOR FAILURE BY BUYER TO MAKE PAYMENTS WHEN DUE HEREUNDER.

SECTION 7. COMPLIANCE WITH LAWS.

7.1 Buyer shall perform its duties and obligations hereunder in compliance with all applicable laws, rules and regulations including any import and/or export control laws of the United States. Without limiting the generality of the foregoing, Buyer shall be responsible for obtaining all licenses, permits and approvals which are necessary or advisable for the performance of its duties hereunder.

7.2 Neither Buyer nor any of its affiliates shall pay, offer or promise to pay, or authorize the payment, directly or indirectly, of any monies or anything of value to any government official, government employee, political party or candidate for political office or any other person or entity for the purpose of influencing any act or decision of such person or entity or of any government to obtain or retain business, or direct business to any person or entity.

SECTION 8. INTELLECTUAL PROPERTY

8.1 No parts of APM'S catalogs or promotional materials or any of APM'S copyrighted materials or trademarks may be used or reproduced without express written consent.

SECTION 9. INDEMNIFICATION

9.1 Each Party hereby agrees to defend, indemnify and hold harmless (collectively, "indemnify") the other Party and its affiliates, and each of the foregoing's stockholders, officers, directors, partners, employees, agents, insurers, representatives, predecessors, successors and assigns, from all liabilities, losses, claims, damages, costs, and expenses (including reasonable attorneys' fees and costs) whenever arising or incurred that are caused or are alleged to have been caused, directly or indirectly, by or as a result of (a) any breach of any representation, warranty or covenant of the non-indemnifying Party set forth herein; (b) any act of fraud, willful misconduct or gross negligence committed by the non-indemnifying Party or any of its affiliates, or any of their respective employees or agents; and (c) any and all claims, actions, suits, proceedings, investigations, demands, assessments and judgments incident to any of the foregoing.

9.2 Buyer shall maintain sufficient insurance to completely satisfy its defense and indemnification obligations hereunder.

9.3 The rights and obligations set forth in this Section 9 shall survive the termination of this Agreement.

SECTION 10. GOVERNING LAW; VENUE; WAIVER OF JURY TRIAL; ATTORNEYS' FEES

10.1 THIS AGREEMENT SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF FLORIDA, WITHOUT REGARD TO ANY JURISDICTION'S PRINCIPLES OF CONFLICT OF LAWS. THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF MATERIALS SHALL NOT APPLY TO THIS AGREEMENT.

10.2 EACH OF THE PARTIES HEREBY IRREVOCABLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF THE STATE AND FEDERAL COURTS LOCATED IN MIAMI DADE COUNTY IN THE STATE OF FLORIDA FOR THE PURPOSE OF ANY SUIT, ACTION OR OTHER PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT AND EACH OF THE PARTIES HEREBY IRREVOCABLY AGREES THAT ALL CLAIMS IN RESPECT OF SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN ANY SUCH COURT AND IRREVOCABLY WAIVES ANY OBJECTION IT MAY NOW OR HEREAFTER HAVE AS TO THE VENUE OF ANY SUCH SUIT, ACTION OR PROCEEDING BROUGHT IN ANY SUCH COURT OR THAT SUCH COURT IS AN INCONVENIENT FORUM.

10.3 EACH OF THE PARTIES HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR THE ACTIONS OF THE PARTIES IN THE NEGOTIATION,

ADMINISTRATION, PERFORMANCE AND ENFORCEMENT HEREOF.

10.4 IN THE EVENT OF ANY LITIGATION ARISING FROM ANY BREACH OF THIS AGREEMENT, THE PREVAILING PARTY SHALL BE ENTITLED TO RECOVER FROM THE NON-PREVAILING PARTY ALL REASONABLE COSTS INCURRED, INCLUDING COURT COSTS, ATTORNEYS' FEES (INCLUDING FEES INCURRED IN THE TRIAL COURT, AT ALL APPELLATE LEVELS, AND IN ENFORCING AND COLLECTING UPON ANY JUDGMENT), AND ALL OTHER RELATED EXPENSES INCURRED IN SUCH LITIGATION.

SECTION 11. GENERAL PROVISIONS

11.1 **Conflicting Terms.** The Parties intend for the express terms and conditions contained in this Agreement (including any Schedules and Exhibits hereto) and in any Purchase Orders that are consistent with the terms and conditions of this Agreement to exclusively govern and control each of the Parties' respective rights and obligations regarding the purchase, sale, and delivery of the Materials, and the Parties' agreement is expressly limited to such terms and conditions. Notwithstanding the foregoing, if any terms and conditions contained in a Purchase Order supplement or conflict with any terms and conditions contained in this Agreement, the applicable term or condition of this Agreement will prevail and such additional, contrary, or different terms will have no force or effect, nor shall they operate as a rejection of any contract of sale. Except for such additional and contrary terms, the terms and conditions of all Purchase Orders are incorporated by reference into this Agreement. Without limitation of the foregoing, any additional, contrary or different terms contained in any Purchase Order or any of Buyer's other communications, or any other attempt to modify, supersede, supplement or otherwise alter this Agreement, are deemed rejected by APM and will not modify this Agreement or be binding on the Parties unless such terms have been approved in a writing signed by an authorized representative of both Parties and clearly denoted as having the effect of amending this Agreement.

11.2 **Successors and Assigns.** This Agreement shall be binding upon, inure to the benefit of, and be enforceable by, each of the Parties and their respective representatives, heirs, successors and assigns; *provided, however,* Buyer may not assign this Agreement, either in whole or in part, nor delegate any obligation hereunder, without the express, written consent of the APM, which consent shall be at APM's sole and absolute discretion. Any assignment without such consent shall be null and void. APM may freely assign this Agreement upon written notice to Buyer.

11.3 Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements and understandings (whether written or oral) between the Parties with respect to the subject matter hereof. No course of prior dealing between the Parties and no usage in the trade shall be relevant to supplement or explain any term used in this Agreement. Acceptance or acquiescence in a course of performance rendered under this Agreement shall not be relevant to determine the meaning of this Agreement even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity to object.

11.4 Amendment; Waiver. Except as expressly provided for herein, this Agreement may not be amended or modified at any time except by a written instrument executed by APM and Buyer. No waiver by either Party at any time of any breach by the other Party of, or compliance with, any condition or provision of this Agreement to be performed by the other Party shall be deemed a waiver of similar or dissimilar provisions or conditions at any time.

11.5 Relationship of the Parties. It is the intention of the Parties that the relationship existing between them shall be that of independent contractors. Buyer, its agents, officers and employees, shall not represent that it or they are the legal agent(s) or employee(s) of APM, and those persons and entities shall have no authority to incur any liability or obligation in the name of or on behalf of APM.

11.6 Notices. Any notice, demand, request or written communication which may be required to be given by either Party to or upon the other Party under this Agreement shall be given by hand delivery; by certified mail, return receipt requested; or by nationally reputable overnight courier service, in any case addressed to a Party at its respective address set forth on the first page of this Agreement, or such other address as either Party may provide in writing to the

other Party. Notices shall be effective on the date hand delivered; or three (3) calendar days after the date deposited with the U.S. Postal Service for certified mail; or one (1) business day after the date deposited with a nationally reputable overnight courier, as the case may be; provided, however, that a copy of any such notice, demand, request or written communication shall be sent simultaneously by email: if to APM, to legal@artisticpavers.com, and if to Buyer, to the email address provided on the Purchase Order, if any.

11.7 Construction and Interpretation. This Agreement has been negotiated at arm's length by the Parties, and legal or equitable principles that might require the construction of this Agreement, or any provision of this Agreement, against the Party drafting this Agreement will not apply in any construction or interpretation of this Agreement.

11.8 Severability. If any provision of this Agreement shall be declared by any court of competent jurisdiction to be illegal, void or unenforceable, all other provisions of this Agreement shall not be affected and shall remain in full force and effect.

11.9 Headings. The section headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

11.10 Buyer's Signature. Buyer's signature on a Purchase Order and/or the APM Account & Credit Application shall constitute its assent and agreement to the terms and conditions of this Agreement with the same force and effect as if Buyer had signed the Agreement directly. The terms and conditions of this Agreement shall be incorporated by reference into all Purchase Orders hereunder as if fully set forth therein. Buyer's signature on a Purchase Order may be evidenced by facsimile or PDF copies reflecting Buyer's signature thereto, and any such facsimile or PDF copy shall be sufficient to evidence such signature as if it were an original signature.

EXHIBIT A

REQUEST FOR QUOTATION



REQUEST FOR QUOTATION (RFQ)

PO N#: _____

PAGE
1/2

BILL TO				SHIP TO			
NAME/ COMPANY NAME _____				NAME/ COMPANY NAME _____			
ADDRESS _____				ADDRESS _____			
CITY _____		ST _____		CITY _____		ST _____	
PHONE _____				PHONE _____			
EMAIL _____				EMAIL _____			

STEPLOCK - PEDESTRIAN PAVERS								
DECK: ENTER QUANTITY IN SQUARE FEET	<input type="checkbox"/> SHELLOCK <small>1-5/8" Thickness</small>				<input type="checkbox"/> GRANITELOCK <small>1-5/8" Thickness</small>			
	Finish: <input checked="" type="checkbox"/> Polished				Finish: <input checked="" type="checkbox"/> Polished			
	Deck: <input type="checkbox"/> One color <input type="checkbox"/> Two color				Deck: <input type="checkbox"/> One color <input type="checkbox"/> Two color			
	Color 1 <input type="checkbox"/> Ivory <input type="checkbox"/> Cafe <input type="checkbox"/> Tan <input type="checkbox"/> Silver Sam		Color 2 (for two-color decks) <input type="checkbox"/> Ivory <input type="checkbox"/> Cafe <input type="checkbox"/> Tan <input type="checkbox"/> Silver Sam		Color 1 <input type="checkbox"/> Arctic White <input type="checkbox"/> Sterling Gray		Color 2 (for two-color decks) <input type="checkbox"/> Arctic White <input type="checkbox"/> Sterling Gray	
Size 8x8" _____ SF 8x12" _____ SF 12x12" _____ SF 12x24" _____ SF 16x16" _____ SF 24x24" _____ SF		Size (for two-color decks) 8x8" _____ SF 8x12" _____ SF 12x12" _____ SF 12x24" _____ SF 16x16" _____ SF 24x24" _____ SF		Size 12x24" _____ SF 16x16" _____ SF 24x24" _____ SF		Size (for two-color decks) 12x24" _____ SF 16x16" _____ SF 24x24" _____ SF		
<input type="checkbox"/> CORALLOCK <small>1-5/8" Thickness</small>				<input type="checkbox"/> 8x24 PLANKLOCK <small>2-3/8" Thickness</small>				
Color <input checked="" type="checkbox"/> Ivory				Finish: <input checked="" type="checkbox"/> Polished				
Deck: <input type="checkbox"/> One color <input type="checkbox"/> Two color				Deck: <input type="checkbox"/> One color <input type="checkbox"/> Two color				
Color <input checked="" type="checkbox"/> Ivory		Color 1 Shellock Ivory _____ SF Shellock Tan _____ SF Shellock Silver Sam _____ SF Granitlock Arctic White _____ SF Granitlock Sterling Gray _____ SF		Color 2 (for two-color decks) Shellock Ivory _____ SF Shellock Tan _____ SF Shellock Silver Sam _____ SF Granitlock Arctic White _____ SF Granitlock Sterling Gray _____ SF		Size 8x8" _____ SF 8x12" _____ SF 12x12" _____ SF 16x16" _____ SF 24x24" _____ SF		
Specially designed for pedestrian applications, the 8x24 Planklock is a 2-3/8" thick plank with spacers. To use the 2-3/8" thick 8x24 Planklock with any 1-5/8" thick coping pieces the deck base needs to be adjusted to match the coping thickness.								

BORDER: ENTER IN SQ. FT.	COLOR: _____		COLOR: _____		FINISH: <input checked="" type="checkbox"/> Polished	
	4x8" (*) _____ SF 8x8" _____ SF 8x12" _____ SF 12x12" _____ SF		<input type="checkbox"/> ONE SIDED COPING (BULLNOSE)		<input type="checkbox"/> TWO, THREE, FOUR SIDED, ADJACENT COPING	
	Note: Granitlock Style is only available in 4x8's for borders. (*) The 4x8 border pavers are machine cut and not dimensionally consistent. Artistic Paver Mfg. recommends these pavers should be used strictly as border material, therefore, not recommended for field material.		4x8" _____ PIECES 4x12" _____ PIECES 4x16" _____ PIECES 2*12x12" _____ PIECES 12x24" _____ PIECES 1*16x8" _____ PIECES 16x16" _____ PIECES 24x24" _____ PIECES (1) Not available in the Corallock style (2) Not available in the Granitlock style		SPECIFY SIZE, BULLNOSE & QUANTITY: <div style="border: 1px solid black; height: 80px; width: 100%;"></div>	
	<input type="checkbox"/> STRAIGHT EDGE ONE SIDED COPING <small>1-5/8" Thickness</small> 4x12" _____ 16x8" _____ 12x12" _____ 24x12" _____		Colors <input type="checkbox"/> Ivory <input type="checkbox"/> Tan <input type="checkbox"/> Granitlock <input type="checkbox"/> Arctic White <input type="checkbox"/> Sterling Gray		<input type="checkbox"/> REMODELING COPING <input type="checkbox"/> 3" FACE <input type="checkbox"/> 4" FACE <input type="checkbox"/> 5" FACE 4X12" _____ PIECES	

EXHIBIT B

CREDIT CARD AUTHORIZATION FORM

Instructions:

Please fax / e-mail completed and signed form ONLY to A/R Dept.

Fax: (305) 651-1898 / e-mail: accounting@artisticpavers.com

Please Print Clearly

Purchaser Information:

Sales Order No: _____
Name: _____
City: _____ State: _____ Zip Code: _____
Phone: _____ Email: _____

Credit Card Information:

Credit Card Type: ___ Visa ___ Mastercard ___ Amex ___ Discover (check only one)
Number: _____ (include a photocopy of the front and back of the signed credit card)
Expiration Date: _____ (mm/yy) CVV: _____
Amount (\$): _____
Store Card on File? Yes / No (Circle One)

Account Holder Address:

Address: _____
City: _____ State: _____ Zip Code: _____

Authorization:

I hereby authorize ARTISTIC PAVER MANUFACTURING to charge the credit card indicated in this authorization form for the amount indicated above. This payment authorization is for goods and services that I have purchased and is valid for one (1) time use only. I understand that partial or full credit card payments for Purchase Orders greater than ten thousand dollars (\$10,000) shall include a surcharge on such payment(s) equal to three percent (3%) except as may be prohibited by law.

I certify that I am an authorized user of this credit card and that I will not dispute this payment with my credit card company. I agree to resolve any disputes regarding this transaction directly with Artistic Paver Manufacturing.

Signature: _____

Print Name: _____

Date: Month: _____ Day _____, Year 20 _____

EXHIBIT C

SPECIAL CONSIDERATIONS

MATERIALS:

APM recommends that pavers be installed from several pallets at a time to maintain the best color consistency. When placing an order, APM recommends allowing a minimum of 10% extra material to avoid shortages on the job.

DISCLAIMER:

Pavers are manufactured in metric sizes and are rounded to the closest size equivalent in U.S. customary units of measurement. Because of color die and natural raw material inconsistencies, pavers will have color shade and texture variations, which adds to the natural beauty of a project. In Sherlock Pavers, natural shells are embedded at different distances from the surface of the material, and then polished. Therefore, a small percentage of the shells are expected to come loose from the surface and edges of the tile. This occurrence will diminish over time and will not affect the strength of the product. Due to the process required to manufacture, deliver, unpack, install, and compact, small chipping can be expected. Coping will be slightly shorter than stated dimensions due to the cutting off of the bevel and bullnosing process. Colors on printed material or published on APM's website may vary from actual paver colors. Buyer is responsible to convey the terms and conditions of sale as written above to their customer(s).

EXHIBIT D

EFFLORESCENCE ADVISORY

What is Efflorescence?

Anything made with cement is susceptible to "frost" or efflorescence. It is a whitish powder-like deposit which sometimes appears on concrete or clay products. The deposit is the residue of soluble salts and dissolved solids carried to the face of the product by moisture and left on the surface as a dry powder following the evaporation of the moisture. The phenomenon was reported on as early as the 1870's and is common in all types of concrete or clay products.

Where do the salts come from?

The salts are found in either the native soil, the gravel base or in the sand, stone or cement used to manufacture the paving tiles.

How does it happen?

These salts dissolve in either the ground water, rainwater or water added to mix the concrete. The salts move upwards with the moisture to the drying surface by capillary action. When the calcium hydroxide comes in contact with the carbon dioxide in the air, a hard white substance, which sticks to the surface of the concrete after the moisture evaporates, forms. Because the sun evaporates the moisture at the surface, this capillary action continues to draw moisture from below.

When will Efflorescence stop?

The efflorescence phenomenon will continue to form so long as the concrete is curing, and the calcium hydroxide is free to move to the surface. It will stop when the supply of calcium hydroxide is exhausted. If you live in an area of frequent rain and sunny days, efflorescence and its passing may occur quickly. The process may take much longer in drier climates.

Will it go away naturally?

Since many factors are involved in its formation, it is difficult to determine when efflorescence will eventually disappear. Over time, rainwater can wash and wear it away. In urban areas with acidic rainfall, efflorescence may go away faster than in rural areas.

Can it be removed without the wait?

Efflorescence will usually wash and wear off in the course of time. The recommended procedure is to allow this natural process to take place. However, if you would like to speed up the process, it can be removed by washing the pavers in a very dilute muriatic acid solution (muriatic acid can be purchased at building supply dealers or swimming pool supply companies – be sure to follow the manufacturer's instructions since acid can be harmful). The solution should be 85% parts water + 15% muriatic acid + Dawn liquid soap. A small unobtrusive area should be treated first to ensure results are acceptable, since the muriatic acid may expose aggregate on the paver's surface leading to a lessening of the color mass.

Watch a short video clip with more information at <https://artisticpavers.com/initial-cleaning>.