CARVER MATERIALS
STANDARD TERMS AND CONDITIONS OF SALE
(AGGREGATES AND STONE)

Last Updated: November 5, 2026

IMPORTANT. These Terms are incorporated by reference into every quotation, order acknowledgment, invoice, and delivery document issued by a Carver Materials seller, and they contain a binding arbitration provision, a class action waiver, a jury trial waiver, a disclaimer of warranties, and limitations of liability. Please read them before ordering. Posting these Terms on the Carver Companies website constitutes notice of them to Buyer.

1. Application; Formation; Incorporation by Reference

1.1 Application. These Standard Terms and Conditions of Sale (these "Terms") govern every sale of aggregates, crushed stone, armor stone, riprap, ballast, rock, sand, gravel, fill, boulders, recycled or reclaimed aggregate, and related materials ("Goods") by Carver Atlantic LLC, Carver Materials LLC, Carver Materials Canada Ltd., and any other direct or indirect subsidiary or affiliate of Carver Companies International identified as the seller on an Order Document (each, "Seller") to the purchaser identified on that Order Document ("Buyer").

1.2 Incorporation by Reference. These Terms are incorporated by reference into, and form part of, every quotation, proposal, price sheet, sales confirmation, order acknowledgment, release, invoice, scale ticket, delivery ticket, bill of lading, receipt, or other document issued by Seller that references these Terms, the URL at which these Terms are posted, or Seller's website (each, an "Order Document"), whether or not Buyer has accessed, read, or acknowledged these Terms. Buyer is deemed to have read and accepted the version of these Terms in effect under Section 1.6.

1.3 Acceptance by Conduct. Buyer accepts these Terms, and no other terms, by doing any of the following: signing or returning an Order Document; issuing a purchase order, release, or call-off; instructing Seller to produce, reserve, or load Goods; nominating a vessel, barge, railcar, or truck; accepting delivery of any Goods; or paying any invoice. Seller's acceptance of any order is expressly conditioned on Buyer's assent to these Terms.

1.4 Rejection of Buyer's Terms. Any term in a purchase order, acknowledgment, specification, vendor onboarding package, supplier portal, click-through, or other document of Buyer that is additional to or different from these Terms is rejected and is of no effect, even if Seller signs, countersigns, registers on, or clicks through that document, unless an authorized officer of Seller accepts the specific term in a writing that expressly references both the term and these Terms. Seller's commencement of performance, delivery, or acceptance of payment is not acceptance of Buyer's terms, and Seller's silence is not acceptance. Course of dealing, course of performance, and usage of trade do not supplement or vary these Terms.

1.5 Order of Precedence. In the event of conflict, the following control in descending order: (a) a Seller-signed Order Document that expressly identifies the conflicting provision of these Terms and states that the Order Document controls, solely to that extent; (b) these Terms; and (c) the Terminal Documents, except that the Tariff controls as to the rates and charges for terminal services and the Port Rules and Marine Terminal Guide control as to the operation of any Terminal.

1.6 Updates. Seller may revise these Terms at any time by posting a revised version with a new "Last Updated" date. The version posted on the date Seller accepts Buyer's order applies to that order. For program, blanket, or release-based supply, the version posted on the date of each release or purchase order applies to that release. Buyer is responsible for reviewing the posted version before each order and release; Seller will provide a copy of the applicable version on request.

1.7 No Authority to Vary. No sales representative, driver, dispatcher, scale operator, terminal employee, or other personnel of Seller has authority to vary these Terms, make any representation

or warranty, or waive any right of Seller. Any variation or waiver is effective only if in a writing signed by an authorized officer of Seller.

1.8 Credit Documents. Any credit application, personal or corporate guaranty, security agreement, or similar document signed by Buyer or its principals is incorporated into these Terms and controls as to the credit, security, and guaranty matters it addresses.

2. Definitions and Interpretation

2.1 Definitions. In these Terms: "Affiliate" means any entity that controls, is controlled by, or is under common control with a party; "Business Day" means a day other than a Saturday, Sunday, or public holiday in Albany, New York; "Carver Group" means Carver Companies International and each of its direct and indirect subsidiaries and Affiliates; "Delivered Sale" means a sale under which Seller arranges carriage of the Goods to a location designated by Buyer; "Incoterms" means Incoterms 2020 as published by the International Chamber of Commerce; "Load Point" means the quarry, plant, stockpile, scale, or Terminal at which the Goods are weighed or measured and loaded; "Pass-Through Charges" has the meaning in Section 4.2; "Project" means the project, site, or improvement for which Buyer purchases the Goods; "Rules Site" means the Port Tariff Information page of Seller's website at www.carvercompanies.com/about-us/port-tariff-information/ or any successor page; "Seller Parties" means Seller, each member of the Carver Group, and their respective directors, officers, members, managers, employees, agents, contractors, and insurers; "Specification" means a gradation, quality, or performance specification expressly identified in a Seller-signed Order Document; "Tariff" means the port tariff of the applicable Terminal as posted on the Rules Site; "Terminal" means any port, marine terminal, dock, berth, rail siding, or facility owned or operated by a member of the Carver Group; and "Terminal Documents" means the Tariff, the Port Rules, the Marine Terminal Guide, the Vessel Cargo Gear and Wire Rope Acceptance Policy, and every other rule, policy, schedule, or document posted on the Rules Site, each as updated from time to time.

2.2 Interpretation. Headings are for convenience only. "Including" means "including without limitation." Days are calendar days unless Business Days are specified. References to a statute include its regulations and any successor. These Terms were drafted by Seller and Buyer has had the opportunity to review them; no rule of construction against the drafter applies. If any provision is capitalized for emphasis, that formatting is intended to satisfy any conspicuousness requirement.

3. Quotations; Orders; Quantities; Availability; Cancellation

3.1 Quotations. A quotation is an invitation to order and not an offer. A quotation expires on the earlier of its stated validity date or 30 days after its date, is subject to Seller's credit approval and to availability of Goods at the quoted source, and applies only to the quantity, product, source, gradation, delivery method, and period stated. Any change to those parameters entitles Seller to requote.

3.2 Acceptance of Orders. An order is accepted only when Seller issues a written order acknowledgment or begins performance. Seller may decline any order, in whole or in part, for any reason.

3.3 Quantity Tolerance; Installments. Seller may deliver up to 10% more or less than the ordered quantity, and Buyer will pay for the quantity actually delivered as determined under Section 8. Seller may deliver in installments. Each installment is a separate sale, and any shortfall, delay, or nonconformity in one installment does not entitle Buyer to reject or cancel any other installment.

3.4 Availability; Allocation; Substitution. All supply is subject to availability at Seller's sources. If Seller's supply of any Goods is limited for any reason, Seller may allocate available Goods among its customers, its Affiliates, and its own requirements in its sole discretion, without liability. Seller may supply Goods from an alternative source, plant, Terminal, or Affiliate, or supply an equivalent product, provided that any Specification is met.

3.5 Minimum Quantities and Loading Rates. Seller may impose minimum order quantities, minimum truck loads, minimum vessel or barge parcels, and minimum loading rates, and may refuse or surcharge orders that fall below them.

3.6 Cancellation or Reduction by Buyer. Buyer may cancel or reduce an order only with Seller's prior written consent and on payment of: (a) the price of all Goods produced, crushed, screened, washed, stockpiled, reserved, or loaded for Buyer; (b) all costs incurred by Seller in connection with the order, including vessel, barge, rail, trucking, and third-party commitments; and (c) a cancellation charge equal to 15% of the price of the cancelled or reduced quantity, which the parties agree is a reasonable pre-estimate of Seller's loss and not a penalty. No cancellation is permitted after loading has commenced.

3.7 Cancellation by Seller. Seller may cancel any undelivered portion of an order at any time on written notice. Seller's sole liability for such cancellation is the refund of any prepayment received for Goods not delivered.

3.8 Reserved Stockpiles; Take-or-Pay. Where Seller produces to order or reserves a stockpile for Buyer, Buyer will lift the stockpile within the period stated in the Order Document or, if none is stated, within 60 days after Seller's notice that the Goods are available. After that period: (a) storage charges accrue at the rate stated in the Tariff or Seller's then-current storage schedule; (b) Seller may invoice the full price of the stockpile as if delivered, and payment is due under Section 5; (c) risk of loss, deterioration, segregation, moisture gain, and shrinkage of the stockpile passes to Buyer; and (d) if the stockpile is not lifted within 120 days after notice of availability, Seller may resell it and Buyer will pay any shortfall between the price and the net resale proceeds, plus all storage, handling, and resale costs.

4. Prices; Surcharges; Taxes; Duties; Currency

4.1 Prices. Prices are as stated in the Order Document or, if none is stated, Seller's price list in effect on the date of loading. Prices are for the Goods only, at the Load Point, and exclude everything described in Section 4.2.

4.2 Pass-Through Charges. Prices exclude all taxes, duties, tariffs, customs and brokerage fees, environmental and regulatory fees, port, terminal, wharfage, dockage, and stevedoring charges under the Tariff, demurrage, detention, standby and waiting time, fuel and energy surcharges, security fees, tolls, permits, and any other charge imposed by a third party or governmental authority in connection with the Goods or their transport (collectively, "Pass-Through Charges"). All Pass-Through Charges are for Buyer's account and will be invoiced to Buyer or paid by Buyer directly, as Seller elects.

4.3 Price Adjustments. Seller may increase prices or add surcharges, on written notice, to reflect documented increases after the quotation date in Pass-Through Charges, fuel, energy, labor, equipment, explosives, royalties, material, or transportation costs, or changes in law, tariff, or duty. Adjustments apply to all Goods not yet loaded. Buyer's sole remedy is to cancel the undelivered portion of the order by written notice within 5 days after Seller's notice, in which case Buyer remains liable for all Goods loaded and all amounts under Section 3.6(a) and (b).

4.4 Fuel Surcharge. Seller may apply a fuel or energy surcharge calculated under Seller's then-current fuel surcharge schedule posted on Seller's website or notified to Buyer, which may reference government or industry indices.

4.5 Freight Arranged by Seller. Where Seller arranges trucking, barging, rail, or other carriage for a Delivered Sale, Seller does so as Buyer's agent and as an accommodation, is not a carrier, and is not responsible for the acts, omissions, or solvency of any carrier. Freight is invoiced at cost plus Seller's handling charge, and the carrier's terms, tariffs, and limitations apply as between Buyer and the carrier.

4.6 Taxes. Buyer will pay all sales, use, excise, GST, HST, PST, QST, VAT, and similar taxes, unless Buyer provides a valid exemption or resale certificate acceptable to Seller before invoicing. Buyer will indemnify Seller against any tax, penalty, or interest assessed as a result of an invalid, incomplete, or late certificate.

4.7 Import, Export, Duties, and Tariffs. Unless the Order Document expressly provides otherwise, Buyer is the importer of record for any cross-border shipment and is responsible for customs clearance, entry, and all duties, tariffs, countervailing or anti-dumping duties, surtaxes, countermeasures, and related costs, whether imposed before or after the quotation date and whether or not reflected on Seller's invoice. Seller may invoice any such amount paid or borne by Seller at any time, and Buyer will pay it on demand.

4.8 Currency. Prices are in United States dollars unless the Order Document specifies Canadian dollars. Payment is due in the invoice currency. Buyer bears all foreign exchange risk.

4.9 Payment Processing Fees. Where permitted by law, Seller may add a processing fee of up to 3% to payments made by credit or charge card.

4.10 Errors. Seller may correct any clerical or arithmetic error in a quotation, Order Document, or invoice by notice to Buyer, and the corrected amount is payable.

5. Payment; Credit; Security; Liens

5.1 Payment Terms. Unless the Order Document states otherwise: (a) for truck and rail sales, payment is due net 30 days from invoice date; and (b) for waterborne sales, 50% of the estimated price is due before loading commences and in any event within 5 days after Seller's notice that the stockpile is ready (or, where stockpile or laboratory approval applies, within 5 days after that approval), and the balance is due within 5 days after completion of loading and issuance of the draft survey or, if there is no draft survey, the bill of lading or receipt. Seller is not required to commence or continue loading until the first installment is received in cleared funds.

5.2 Credit and Security. Seller may at any time, in its sole discretion: require prepayment, a deposit, an irrevocable letter of credit, a guaranty, or other security; establish, reduce, or withdraw a credit limit; and withhold production, loading, or delivery until satisfactory security is in place, all without liability to Buyer.

5.3 Late Charges; Collection Costs. Past-due amounts accrue interest from the due date until paid at the lesser of 2% per month (24% per annum) or the maximum rate permitted by applicable law. Buyer will pay all costs of collection, including reasonable attorneys' fees, court and arbitration costs, and collection agency fees, whether or not suit is commenced.

5.4 Invoice Disputes. Buyer must notify Seller in writing of any dispute regarding an invoice, with full particulars, within 10 days after the invoice date; otherwise the invoice is deemed accepted and payable in full. Any undisputed portion must be paid when due.

5.5 No Setoff, Withholding, or Retainage. Buyer will pay all amounts when due without setoff, counterclaim, deduction, withholding, recoupment, or retainage of any kind. Any pay-when-paid, pay-if-paid, retainage, or similar provision in Buyer's contract with any owner, contractor, or other third party does not affect Buyer's obligations to Seller.

5.6 Application of Payments. Seller may apply payments to any outstanding amount in any order it chooses, regardless of any direction or restrictive endorsement by Buyer. Seller's acceptance of a payment marked "paid in full" or similar does not constitute an accord and satisfaction.

5.7 Security Interest. Until all amounts owed by Buyer to Seller and its Affiliates are paid in full, Seller retains, and Buyer grants, a purchase money security interest under the Uniform Commercial Code (and a purchase money security interest under the applicable Personal Property Security Act) in the Goods, all proceeds, products, and accounts arising from their resale or incorporation, and all Goods commingled with them, to the fullest extent permitted by law. Buyer irrevocably authorizes Seller to file financing statements, registrations, and renewals in any jurisdiction without Buyer's signature, and will execute any further document Seller requests to perfect or protect this security interest.

5.8 Lien, Bond, and Trust Fund Rights. Seller reserves all mechanic's lien, materialman's lien, construction lien, builders' lien, public improvement lien, stop notice, payment bond, and trust

fund rights under the laws of the jurisdiction of the Project. Before the first delivery to any Project, and at any time on request, Buyer will provide the legal description and address of the Project, the names and addresses of the owner, prime contractor, lender, and any surety, and a copy of any payment bond. Buyer will not require Seller to waive or subordinate lien or bond rights as a condition of payment, except by a conditional waiver effective only on actual receipt of the payment described in it. To the extent the Project is in New York, Buyer acknowledges that funds received by Buyer for the improvement are trust assets under Article 3-A of the New York Lien Law and will be held and applied for the benefit of Seller to the extent of amounts owed. Seller may communicate directly with any owner, contractor, lender, or surety for the purpose of preserving or enforcing these rights.

5.9 Joint and Several Liability. If any Affiliate of Buyer, or any entity under common ownership or control with Buyer, issues an order, receives Goods, or benefits from them, that entity and Buyer are jointly and severally liable for all amounts due. Each principal of Buyer who signs a credit application or guaranty is liable as provided in that document.

5.10 Credit Information. Buyer authorizes Seller to obtain credit reports and bank and trade references regarding Buyer and its principals, and to report Buyer's payment history to credit reporting agencies and trade groups.

5.11 Cross-Default; Group Setoff. A default by Buyer or its Affiliates under any other agreement with any member of the Carver Group is a default under these Terms, and any member of the Carver Group may set off any amount it owes Buyer or its Affiliates against any amount Buyer or its Affiliates owe any member of the Carver Group.

6. Delivery; Title; Risk of Loss; Site Conditions

6.1 Delivery Terms. Delivery is made under the Incoterm stated in the Order Document. If none is stated, delivery is FAS (named Load Point) for waterborne shipments and FCA (Seller's Load Point) for truck and rail shipments collected by Buyer or Buyer's carrier. For a Delivered Sale by truck, delivery occurs, and risk passes, when the delivery vehicle arrives at the boundary of the site designated by Buyer, and all unloading is at Buyer's risk and under Buyer's direction.

6.2 Title and Risk. Risk of loss and damage passes to Buyer on delivery under the applicable Incoterm, whether or not title has passed. Title passes on delivery, subject to Seller's security interest under Section 5.7 and Seller's rights under Section 23. Loss of or damage to the Goods after delivery does not relieve Buyer of its obligation to pay.

6.3 Delivery Dates. Delivery, loading, production, and availability dates are estimates only. Time is not of the essence for any obligation of Seller. Seller is not liable for any delay or for any consequence of delay, including delay, disruption, acceleration, or liquidated damages under any contract of Buyer.

6.4 Scheduling; Failure to Accept. Buyer will accept Goods within the delivery window scheduled by Seller. If Buyer fails or refuses to accept, or its vessel, railcar, truck, or site is not ready, Seller may invoice the Goods as delivered, charge storage, standby, re-handling, diversion, and return freight, and reschedule at its convenience.

6.5 Site Conditions for Delivered Sales. For each Delivered Sale, Buyer warrants that the site has safe, lawful, and unobstructed access and egress, adequate load-bearing surfaces, overhead clearance, turnaround space, traffic control, and flagging, and that unloading will be directed by Buyer's competent personnel. Buyer is responsible for all damage to delivery vehicles, equipment, and property, all towing and recovery costs, and all injury arising from site conditions or Buyer's directions. Drivers who follow Buyer's instructions as to the place or manner of unloading do so at Buyer's sole risk. Waiting and unloading time in excess of 15 minutes per load is chargeable at Seller's standby rate. Seller and its carriers may refuse delivery to any site they consider unsafe, without liability.

6.6 Legal Load Limits. Where Buyer or Buyer's carrier collects the Goods, Buyer is solely responsible for compliance with all axle, gross weight, and road limits. Seller loads in reliance on

the instructions of Buyer's driver, and Buyer will indemnify Seller against all fines, penalties, and claims arising from overweight or improperly secured loads.

6.7 Seller's Premises. Buyer and its drivers, carriers, agents, and contractors entering any quarry, plant, scale, or Terminal of the Carver Group will comply with all site safety rules, signage, speed limits, PPE requirements, induction requirements, and the directions of Seller's personnel. Seller may refuse entry to, or remove, any person or vehicle without liability. Buyer is responsible for all damage caused by its personnel, vehicles, and equipment on Seller's premises.

7. Waterborne and Rail Shipments; Vessels; Terminals; Laytime and Demurrage

7.1 Nominations. Buyer will nominate vessels and barges in writing, in good time, and subject to Seller's approval, which Seller may withhold for any reason. Every nominated vessel or barge must be seaworthy, suitable, properly manned and documented, in class, entered with a member of the International Group of P&I Clubs (or, for barges, carrying equivalent liability cover acceptable to Seller), and compliant with the Terminal Documents, including size, draft, air draft, mooring, cargo gear, and security requirements. Seller may reject or order off the berth any vessel that does not comply, at Buyer's cost.

7.2 No Safe Berth Warranty. Seller makes no warranty, express or implied, as to the safety of any port, berth, anchorage, channel, or approach. Any soundings, depths, draft restrictions, tidal information, or berth conditions provided by Seller are for information only, are provided as-is, and are not binding. The master remains solely responsible for the safety of the vessel, its navigation, berthing, and departure.

7.3 Terminal Documents. Buyer, its vessels, masters, owners, operators, charterers, agents, carriers, and contractors will comply with the Terminal Documents at every Terminal. Terminal services and charges under the Tariff apply in addition to the price of the Goods, and Buyer is responsible for all Tariff charges incurred by or for its vessels, railcars, and trucks, whether invoiced to Buyer, the vessel, or the vessel's agent.

7.4 Loading Rate; Laytime; No Demurrage. Unless a Seller-signed Order Document states an agreed loading rate and laytime, Seller will load with reasonable dispatch having regard to the Terminal's operations, weather, tide, daylight, and other commitments, and no laytime runs against Seller. Under no circumstances will Seller be liable for demurrage, detention, dead freight, deviation, shifting, waiting time, standby, cancellation, or similar charges, whatever their cause, including delay attributable to Seller. Where an Order Document does state laytime, Seller's liability for demurrage is limited to the rate and the laytime stated, is subject to Section 17, and is excluded for any time lost to weather, tide, ice, daylight restrictions, equipment breakdown, labor disruption, vessel readiness, or any cause beyond Seller's reasonable control. Dispatch is never payable by Seller. Buyer will indemnify Seller against all claims by owners, operators, charterers, or agents for any such charge. If a nominated vessel is late, is not ready, or fails to load at the agreed rate, Buyer will pay Seller's standby and idle equipment and labor costs.

7.5 Stowage and Securing. Loading sequence, stowage, trimming, stability, and securing are the responsibility of the master and Buyer. Seller loads in accordance with the master's instructions and has no responsibility for the condition of the cargo or the vessel after loading.

7.6 Damage to Terminal. Buyer will pay on demand for all loss of and damage to any berth, dock, fender, conveyor, loader, crane, mooring, or other property of the Carver Group caused by Buyer's vessels, barges, tugs, railcars, trucks, or personnel, and for all pollution, wreck removal, and clean-up costs attributable to them.

7.7 Draft Survey. The quantity of waterborne Goods will be determined by a draft survey performed at the Load Point by an independent surveyor appointed by Seller, which is final and binding on both parties absent manifest error. Buyer may attend at its own cost, but the figures of Buyer's surveyor are not binding. Quantities determined at the discharge port or on Buyer's site are not evidence of the quantity loaded.

7.8 Bills of Lading and Receipts. Any bill of lading, mate's receipt, or similar document issued by or on behalf of Seller is a receipt for quantity only, as determined under Section 7.7, and is not a contract of carriage with Seller. Seller is not a carrier, stevedore, or bailee of the Goods after delivery. No clause of any bill of lading, charter party, or contract of carriage of Buyer or the vessel binds Seller.

7.9 Dead Freight. Any dead freight resulting from Buyer's or the vessel's failure to lift the quantity nominated is for Buyer's account.

7.10 Rail. For rail shipments, railcar supply, placement, loading windows, demurrage, switching, and freight are governed by the applicable railroad tariffs and are for Buyer's account, and Buyer will indemnify Seller against all railroad charges relating to Buyer's shipments.

8. Quantity; Weights and Measures; Allowances

8.1 Truck. The quantity of Goods loaded on trucks is determined by Seller's certified scale, and Seller's scale ticket is conclusive. Where Goods are sold by volume, Seller's stated conversion factor is used and is conclusive. Buyer's site scales, surveys, truck counts, or estimates are not evidence of quantity.

8.2 Vessel and Rail. The quantity of waterborne Goods is determined under Section 7.7. The quantity of rail shipments is determined by railroad or Seller certified scales, which are conclusive.

8.3 Allowances. Buyer accepts that natural products lose or gain weight and volume through moisture, handling, transport, compaction, swell, shrinkage, segregation, and stockpiling. No price or quantity adjustment is available for any variation after measurement at the Load Point, including loss in transit, on Buyer's site, or in Buyer's stockpile.

8.4 Shortage Claims. Any claim of shortage must be based on measurement at the Load Point by the method described in this Section and must be notified in writing within 2 Business Days after loading; otherwise it is waived.

9. Nature of Goods; Specifications; Testing; Samples

9.1 Natural Variation. The Goods are natural products. Gradation, color, texture, shape, density, moisture content, fines, absorption, and mineralogy vary within and between sources, benches, lifts, seasons, and stockpiles. Such variation is not a nonconformity.

9.2 Specifications. Goods are sold by Seller's product name or size designation only, unless a Specification is expressly identified in a Seller-signed Order Document. Product names, size designations, gradation sheets, test reports, approved-source listings, brochures, website descriptions, and prior deliveries are illustrative only and do not create a Specification, warranty, or basis of the bargain.

9.3 Buyer's Responsibility for Suitability. Buyer is solely responsible for determining that the Goods are suitable for its intended use, including mix design, blending, compaction, placement, structural and hydraulic performance, alkali-silica and alkali-carbonate reactivity, freeze-thaw durability, soundness, abrasion, chemistry, and compliance with the plans, specifications, and requirements of any owner, engineer, agency, or department of transportation. Seller makes no representation that the Goods, or any source, will be approved or accepted by any owner, engineer, testing agency, or governmental body.

9.4 Conformance Testing Where a Specification Applies. If a Specification applies: (a) sampling is performed at the Load Point in accordance with ASTM D75 and ASTM C702 (or the equivalent CSA methods for Goods loaded in Canada) by a mutually acceptable independent laboratory, with split samples retained for 30 days; (b) conformance is determined solely at the Load Point against the Specification, applying any tolerances stated in the Order Document and the tolerances customary under the applicable test method, and test results obtained after transport, handling, stockpiling, or placement are not evidence of nonconformity at delivery; (c) if the Goods conform, Buyer bears all testing costs, and if they do not, Seller bears the reasonable

cost of testing the nonconforming portion only; and (d) Seller's sole obligation for nonconforming Goods is as set out in Section 10.3.

9.5 Armor Stone, Riprap, and Boulders. Armor stone, riprap, bedding stone, and boulders are sized by weight gradation or visual inspection at the Load Point, as Seller determines. Individual stone weights are estimated, and shape, angularity, color, and the presence of seams, fractures, or weathering are inherent in quarried rock. Where Buyer, its engineer, or its agent inspects or approves stone at the Load Point, that approval is final and conclusive as to size, gradation, quality, and appearance of the approved stone and of stone from the same production matching it.

9.6 Moisture and Fines. Unless the Order Document expressly states a moisture or fines range: (a) variations in moisture and fines (including material passing the No. 200 sieve) customary for the source and season are not a nonconformity and do not entitle Buyer to any adjustment; and (b) where a range is stated, Goods conform if measured values at the Load Point fall within it.

9.7 Pre-Shipment Inspection and Approval. Buyer may, on reasonable notice, at its cost, and subject to Seller's safety rules, inspect stockpiles or samples at the source before shipment. Buyer's inspection or approval of a stockpile or sample is a conclusive acceptance of the quality, gradation, and appearance of all Goods shipped from that stockpile or matching that sample.

9.8 Recycled and Reclaimed Materials. Recycled, reclaimed, and processed materials are sold strictly as-is. Buyer is solely responsible for any environmental characterization, beneficial use determination, or regulatory approval required for their use.

9.9 Commingling. Once Goods are commingled with materials from any other source, placed, compacted, processed, or incorporated into any work, all claims relating to them are barred.

10. Inspection; Acceptance; Claims; Exclusive Remedy

10.1 Inspection and Notice. Buyer will inspect all Goods on delivery. Buyer must notify Seller in writing of any shortage or visible nonconformity within 2 Business Days after delivery, and of any other nonconformity (with supporting Load Point test results) within 5 Business Days after delivery, and in every case before the Goods are used, placed, processed, commingled, resold, or incorporated into any work. Failure to give timely notice, or any use, placement, or resale, is an irrevocable acceptance of the Goods and a waiver of all claims relating to them.

10.2 Claim Requirements. Every claim must identify the scale ticket, bill of lading, or draft survey, the quantity affected, and the nonconformity alleged, with photographs and test results. Buyer will preserve and segregate the Goods claimed to be nonconforming and give Seller and its representatives prompt access to inspect, sample, and test them.

10.3 Exclusive Remedy. For a timely and substantiated claim, Seller will, at its option: (a) replace the nonconforming portion; (b) issue a credit or refund for the nonconforming portion; or (c) take back the nonconforming portion and refund its price. THESE ARE BUYER'S SOLE AND EXCLUSIVE REMEDIES FOR NONCONFORMING GOODS. Seller is not responsible for the cost of removal, excavation, re-handling, transport, disposal, re-testing, re-placement, or remediation of any Goods or any work in which they are incorporated.

10.4 No Returns. Goods may not be returned without Seller's prior written authorization. Authorized returns are at Buyer's cost and risk and are subject to a restocking charge of 20% plus all freight and handling.

10.5 Claims Do Not Suspend Payment. A pending claim does not entitle Buyer to withhold payment of any invoice.

11. Disclaimer of Warranties

ALL GOODS ARE SOLD "AS-IS, WHERE-IS," WITH ALL FAULTS. EXCEPT FOR CONFORMANCE AT THE LOAD POINT TO A SPECIFICATION EXPRESSLY IDENTIFIED IN A SELLER-SIGNED ORDER DOCUMENT, SELLER MAKES NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AND DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY,

FITNESS FOR A PARTICULAR PURPOSE, QUALITY, DURABILITY, CONFORMITY TO SAMPLE OR DESCRIPTION, TITLE AGAINST LIENS ARISING THROUGH BUYER, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE. NO DESCRIPTION, SAMPLE, GRADATION CURVE, TEST REPORT, APPROVED-SOURCE LISTING, OR STATEMENT BY ANY PERSON FORMS PART OF THE BASIS OF THE BARGAIN OR CREATES A WARRANTY. NO WARRANTY EXTENDS TO ANY CUSTOMER, OWNER, CONTRACTOR, OR OTHER PERSON CLAIMING THROUGH BUYER.

12. Compliance; Safety; Environmental

12.1 Compliance with Law. Buyer will handle, store, transport, place, use, and resell the Goods safely and in compliance with all applicable laws, permits, approvals, and site rules, and will obtain every permit and approval required for the Project and for the placement of Goods in or near any wetland, watercourse, shoreline, or navigable water.

12.2 Silica and Dust. The Goods contain crystalline silica and generate dust when handled, crushed, cut, or disturbed. Safety Data Sheets are available on request. Buyer is solely responsible for exposure assessment, dust control, respiratory protection, and worker training after delivery.

12.3 Environmental Responsibility. After delivery under the applicable Incoterm, Buyer is solely responsible for stormwater, erosion and sediment control, spill prevention, environmental compliance, and the environmental characterization of the Goods and the site. Seller makes no representation regarding the chemical or environmental characteristics of the Goods unless expressly stated in a Seller-signed Order Document.

13. Indemnity

13.1 Buyer's Indemnity. To the fullest extent permitted by law, Buyer will indemnify, defend, and hold harmless the Seller Parties from and against all claims, demands, suits, liens, losses, liabilities, damages, penalties, fines, judgments, awards, costs, and expenses (including attorneys' fees, expert fees, and costs of investigation and defense), whether arising in contract, tort, strict liability, or otherwise, arising out of or related to: (a) the transport, unloading, storage, handling, placement, use, resale, or incorporation of the Goods after delivery; (b) any breach of these Terms, any Order Document, or applicable law by Buyer or its personnel, carriers, vessels, contractors, or customers; (c) bodily injury, death, or damage to property occurring after delivery under the applicable Incoterm, or occurring on Seller's premises and caused in whole or in part by Buyer or its personnel, vehicles, vessels, or equipment; (d) the acts or omissions of any vessel, barge, tug, railcar, truck, or carrier nominated or engaged by Buyer, including damage to any Terminal and pollution; (e) demurrage, detention, dead freight, deviation, or similar claims by any owner, operator, charterer, or carrier; (f) overweight, unsecured, or improperly loaded vehicles loaded in accordance with Buyer's or its driver's instructions; (g) lien, bond, or payment claims by Buyer's customers, subcontractors, or suppliers; (h) taxes, duties, and Pass-Through Charges for Buyer's account; and (i) any claim by any owner, engineer, contractor, or other person claiming through Buyer regarding the Goods or their suitability.

13.2 Scope. This indemnity applies regardless of whether the claim is alleged or found to have been caused in part by the negligence of any Seller Party, except to the extent finally determined to have been caused by the gross negligence or willful misconduct of that Seller Party. Buyer's obligation to indemnify is not limited by the amount or type of insurance Buyer carries. Buyer will not settle any indemnified claim in a manner that admits fault of, or imposes any obligation on, a Seller Party without Seller's prior written consent.

14. Insurance

14.1 Required Coverage. Buyer will maintain, at its cost, during the period of supply and for 2 years after the last delivery: (a) commercial general liability insurance with limits of not less than USD 2,000,000 per occurrence and USD 4,000,000 aggregate, including products-completed operations and contractual liability covering Section 13; (b) automobile liability insurance covering

all owned, hired, and non-owned vehicles with a combined single limit of not less than USD 1,000,000; (c) workers' compensation as required by law and employer's liability of not less than USD 1,000,000; (d) umbrella or excess liability of not less than USD 5,000,000; and (e) for waterborne shipments, protection and indemnity cover for each vessel and barge through a member of the International Group of P&I Clubs or equivalent acceptable to Seller, including wreck removal and pollution, and hull and machinery cover.

14.2 Terms of Coverage. The policies in Sections 14.1(a), (b), and (d) will name the Seller Parties as additional insureds on a primary and non-contributory basis, and all policies will include a waiver of subrogation in favor of the Seller Parties and 30 days' prior written notice of cancellation or material change. Buyer will furnish certificates and endorsements before the first delivery and on request. Seller may suspend performance until acceptable certificates are received. Buyer's insurance obligations do not limit its liability or indemnity obligations.

15. Force Majeure; Supply Disruption

15.1 Excused Performance. Seller is not liable for any failure or delay in performance caused in whole or in part by any event beyond its reasonable control, including: acts of God; weather, tide, ice, flood, fog, or river conditions; fire or explosion; war, terrorism, civil disturbance, or piracy; epidemic, pandemic, or quarantine; strikes, lockouts, slowdowns, or labor shortages, whether or not at Seller's facilities; blasting restrictions, permit suspensions, environmental or regulatory orders, or governmental action; quarry, pit, bench, or plant conditions; breakdown or unavailability of equipment, conveyors, loaders, scales, or vessels; unavailability or delay of tugs, barges, vessels, railcars, trucks, or carriers; closure, congestion, or draft restriction of any port, channel, road, rail line, or waterway; shortage of fuel, power, explosives, water, or materials; cyber incidents; or failure of suppliers or subcontractors.

15.2 Seller's Options. On the occurrence of any such event, Seller may, without liability, suspend or reduce deliveries, allocate available Goods under Section 3.4, extend time for performance, substitute sources, or terminate the affected order or any undelivered portion of it. Seller is not required to obtain Goods from alternative sources, pay premiums, or incur additional cost to perform.

15.3 No Excuse of Payment. No event affecting Buyer, its carriers, its vessels, its site, or its Project excuses Buyer from paying for Goods produced, reserved, loaded, or delivered, or from any obligation under Section 3.6 or 3.8.

16. Change in Law

16.1 If any change in law, regulation, permit condition, tariff, duty, sanction, tax, or regulatory requirement after the quotation date increases Seller's cost of performance, restricts Seller's ability to perform, or renders performance unlawful or impracticable, Seller may, on written notice and without liability, adjust the price to reflect the increased cost, suspend performance, or terminate the affected order or any undelivered portion of it.

17. Limitation of Liability

17.1 NO CONSEQUENTIAL DAMAGES. UNDER NO CIRCUMSTANCES WILL ANY SELLER PARTY BE LIABLE TO BUYER OR ANY PERSON CLAIMING THROUGH BUYER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR FOR LOST PROFITS, LOSS OF USE, LOSS OF PRODUCTION, PROJECT DELAY OR DISRUPTION, ACCELERATION, LIQUIDATED DAMAGES OR BACKCHARGES UNDER ANY CONTRACT OF BUYER, COST OF REMOVAL, EXCAVATION, REPLACEMENT, OR REMEDIATION OF ANY GOODS OR WORK, DEMURRAGE, DETENTION, DEAD FREIGHT, OR COST OF COVER, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

17.2 CAP. THE TOTAL AGGREGATE LIABILITY OF THE SELLER PARTIES FOR ALL CLAIMS ARISING OUT OF OR RELATED TO AN ORDER, HOWEVER ARISING, WILL NOT EXCEED

THE LESSER OF (A) USD 20,000 (OR THE CANADIAN DOLLAR EQUIVALENT) OR (B) THE PRICE PAID BY BUYER FOR THE SPECIFIC SHIPMENT GIVING RISE TO THE CLAIM.

17.3 Application. Sections 17.1 and 17.2 apply to all claims, whether in contract, warranty, tort (including negligence), strict liability, statute, or otherwise, apply to each Seller Party, and apply even if any remedy fails of its essential purpose. Buyer acknowledges that Seller's prices reflect this allocation of risk and that Seller would not sell the Goods on other terms.

17.4 Limitations Period. Any claim by Buyer against any Seller Party must be commenced within 12 months after the cause of action accrues, regardless of any longer period otherwise provided by law. Any claim not commenced within that period is forever barred.

18. Buyer's Representations and Covenants

18.1 Buyer represents and warrants, on each order and each delivery, that: (a) it is solvent and able to pay its debts as they fall due; (b) it has full authority to purchase the Goods and to bind itself to these Terms, and the person placing the order is authorized to do so; (c) it has not relied on Seller's skill or judgment in selecting the Goods and has independently verified their suitability and the requirements of the Project; (d) all information provided to Seller, including credit information and Project information, is accurate and complete; (e) it will pay all carriers, vessel owners, and other third parties it engages, so that no claim or lien is asserted against any Seller Party or any Goods; (f) it will not hold itself out as Seller's agent, or represent that Seller is a party to, or has approved, any contract for the Project; and (g) it will promptly notify Seller of any material adverse change in its financial condition.

19. Resale; Downstream Claims; No Third-Party Beneficiaries

19.1 Resale. If Buyer resells or supplies the Goods to any other person, Buyer will do so on terms no less protective of Seller than these Terms, including the disclaimers in Section 11 and the limitations in Section 17, and will indemnify the Seller Parties under Section 13 against all claims by any such person.

19.2 No Obligation to Others. Seller has no contractual or other obligation to any owner, engineer, contractor, lender, surety, or other person involved in the Project. No flow-down, pass-through, or incorporation of Buyer's prime contract, subcontract, project specifications, or owner requirements binds Seller unless an authorized officer of Seller expressly agrees in a signed writing.

19.3 No Third-Party Beneficiaries. These Terms benefit only Buyer and the Seller Parties. No other person has any right to enforce them.

20. Trade Controls; Sanctions; Anti-Corruption

20.1 Buyer will comply with all applicable export, import, customs, sanctions, and anti-boycott laws, including those administered by the U.S. Department of the Treasury Office of Foreign Assets Control, the U.S. Department of Commerce, Global Affairs Canada, and the Canada Border Services Agency. Buyer will not resell, divert, or deliver the Goods to any embargoed or sanctioned country, region, entity, or person, or for any prohibited end use. Buyer represents that neither it nor any of its owners, officers, or vessels is a sanctioned or restricted person.

20.2 Buyer will comply with all applicable anti-corruption laws, including the U.S. Foreign Corrupt Practices Act and the Canadian Corruption of Foreign Public Officials Act, and will not offer, pay, or receive anything of value to improperly obtain or retain business or any advantage in connection with the Goods.

21. Confidentiality; Publicity

21.1 Confidentiality. Seller's prices, quotations, product and source information, and all other non-public information disclosed by Seller are confidential. Buyer will not disclose them to any person other than its employees and advisers who need to know them for the purchase, and will not use them for any other purpose, including to benchmark or solicit competing supply.

21.2 Publicity. Buyer will not issue any press release or public statement, or use any name, logo, or mark of any member of the Carver Group, without Seller's prior written consent. Seller may identify Buyer and the Project as a customer and reference in its marketing and may photograph and film its own production, loading, and Terminal operations relating to Buyer's orders.

22. Records; Electronic Business; Notices

22.1 Records as Evidence. Seller's business records, including scale tickets, draft surveys, loading logs, dispatch records, emails, portal entries, and electronic data interchange, are prima facie evidence of the quantity, product, date, and delivery of the Goods and of the charges incurred.

22.2 Electronic Business. The parties consent to conduct business electronically and agree that electronic signatures, electronic Order Documents, and electronic records are binding and admissible to the fullest extent permitted by law. Buyer consents to receive invoices and notices by email.

22.3 Notices. Notices to Seller must be in writing and delivered by hand, nationally recognized courier, or certified mail to Legal Department, Carver Companies, 26 Corporate Circle, Albany, New York 12203, United States, with a copy by email to legal@carvercompanies.com. Email to Seller is a courtesy copy only and is not notice unless an authorized officer of Seller acknowledges it in writing. Notices to Buyer may be given by email or by any method above to the address on the Order Document or last known to Seller and are effective on sending.

23. Default; Remedies

23.1 Events of Default. Each of the following is a default by Buyer: (a) failure to pay any amount when due; (b) failure to provide security, information, insurance certificates, or Project information when required; (c) insolvency, assignment for the benefit of creditors, appointment of a receiver, trustee, or monitor, or commencement of any bankruptcy, insolvency, or restructuring proceeding by or against Buyer; (d) any representation by Buyer proving to be untrue; (e) any material adverse change in Buyer's financial condition or ownership, as determined by Seller; (f) default under Section 5.11; or (g) any other breach not cured within 10 days after notice.

23.2 Remedies. On any default, Seller may, in addition to all other rights at law or in equity and without notice except as expressly required by law: (a) suspend production, loading, and delivery of all orders; (b) cancel any undelivered portion of any order; (c) declare all amounts owed by Buyer and its Affiliates immediately due and payable; (d) stop delivery of Goods in transit or in the possession of any carrier, bailee, or Terminal; (e) reclaim Goods delivered to Buyer while insolvent; (f) enter Buyer's premises or the Project site at reasonable times, without breach of the peace, to inspect, identify, and repossess Goods not yet incorporated into the work, at Buyer's cost; (g) resell repossessed or undelivered Goods in a commercially reasonable manner and credit the net proceeds, after costs, against Buyer's obligations; (h) recover the price of all Goods identified to the order; and (i) enforce its security interest and lien and bond rights. Buyer agrees that 5 days' notice of any resale is reasonable.

23.3 Costs. Buyer will pay all costs of enforcement, repossession, storage, and resale, including attorneys' fees. Seller's rights and remedies are cumulative, and the exercise of one does not preclude any other.

24. Assignment; Affiliates; Subcontracting

24.1 By Buyer. Buyer may not assign, delegate, or transfer any right or obligation under these Terms or any Order Document, whether voluntarily, by operation of law, by merger, or by change of control, without Seller's prior written consent. Any attempted assignment without consent is void.

24.2 By Seller. Seller may assign, delegate, or subcontract any right or obligation, in whole or in part, and may assign or sell any receivable owed by Buyer, without Buyer's consent. Seller may perform through any Affiliate, and any Affiliate may invoice Buyer, in which case that Affiliate has the benefit of these Terms as Seller.

24.3 Affiliate Resale Structure. Seller may perform by having a U.S. Affiliate purchase Goods from a Canadian Affiliate and resell them to Buyer, or the reverse. These Terms apply to the entire transaction regardless of which Affiliate produces, loads, or invoices the Goods, and Buyer's obligations are unchanged.

25. Governing Law; Dispute Resolution

25.1 Governing Law. These Terms, each Order Document, and every dispute arising out of or relating to them or to the Goods are governed by the laws of the State of New York, without regard to its conflict-of-laws rules. The United Nations Convention on Contracts for the International Sale of Goods does not apply. Issues of perfection, priority, and enforcement of security interests, liens, and bond rights are governed by the Uniform Commercial Code, the Personal Property Security Act, and the lien and bond laws of the jurisdiction where the Goods or the Project are located, as applicable.

25.2 Arbitration. Except as provided in Section 25.3, any dispute, controversy, or claim arising out of or relating to these Terms, any Order Document, or the Goods will be finally resolved by binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules. The seat and place of arbitration is New York, New York; the language is English; and the tribunal will consist of one arbitrator with at least 10 years' experience in the commercial sale of goods or in maritime, port, or construction materials matters. The arbitrator has no authority to award damages excluded by Section 17 or to award relief against any Seller Party in excess of the cap in Section 17.2. Judgment on the award may be entered in any court of competent jurisdiction.

25.3 Seller's Court Option; Interim Relief; Liens. Notwithstanding Section 25.2, Seller may, at its election, bring any claim for the collection of amounts invoiced to Buyer, for enforcement of its security interest, or for replevin or repossession of Goods, in the state or federal courts sitting in Albany County, New York, or in any court where Buyer or its assets are located, and Buyer irrevocably submits to the jurisdiction of those courts and waives any objection to venue or forum. Either party may seek interim, conservatory, or injunctive relief, including attachment, from any court of competent jurisdiction without waiving arbitration. Seller may file, perfect, and enforce lien, bond, and trust fund claims in the courts and under the procedures of the jurisdiction of the Project.

25.4 Attorneys' Fees. If Seller prevails in whole or in part in any arbitration or proceeding against Buyer, Buyer will pay Seller's attorneys' fees, expert fees, arbitration fees, and costs.

25.5 Confidentiality. The existence, content, and result of any arbitration are confidential, except as required to enforce or challenge an award or by law.

25.6 CLASS AND REPRESENTATIVE WAIVER. ALL CLAIMS MUST BE BROUGHT IN A PARTY'S INDIVIDUAL CAPACITY. THE PARTIES WAIVE ANY RIGHT TO PARTICIPATE IN A CLASS, COLLECTIVE, CONSOLIDATED, OR REPRESENTATIVE PROCEEDING OR ARBITRATION.

25.7 JURY TRIAL WAIVER. TO THE EXTENT ANY DISPUTE IS LITIGATED IN COURT, EACH PARTY KNOWINGLY AND VOLUNTARILY WAIVES ANY RIGHT TO A TRIAL BY JURY.

26. Canada Supplement

26.1 Application. This Section 26 applies, in addition to the other provisions of these Terms, to every sale by Carver Materials Canada Ltd. or any other Canadian member of the Carver Group, and to every sale of Goods loaded at a Load Point in Canada.

26.2 Interest Act. For the purposes of the Interest Act (Canada), the rate of interest in Section 5.3 of 2% per month is equivalent to an annual rate of 24% per annum, calculated on the basis of a 365-day year.

26.3 Sale of Goods Legislation. To the fullest extent permitted by law, the implied conditions and warranties under the Sale of Goods Act of each province and any similar legislation are excluded, and Section 11 applies as a disclaimer of conditions as well as warranties.

26.4 Security and Liens. Seller's security interest under Section 5.7 is a purchase money security interest under the Personal Property Security Act of the applicable province, and Buyer waives any right to receive a copy of any financing statement, verification statement, or registration confirmation. Seller reserves all rights under the Construction Remedies Act (New Brunswick), the Builders' Lien Act (Nova Scotia), and the lien, holdback, and trust legislation of any other province where the Project is located, and Section 5.8 applies to those rights.

26.5 Taxes. Buyer will pay all GST, HST, PST, and QST applicable to the Goods, and will provide its registration numbers and any applicable exemption or zero-rating documentation before invoicing. Where Goods are exported from Canada by or for Buyer, Buyer is responsible for all export documentation and for substantiating any zero-rating.

26.6 Trade Measures. Any Canadian or U.S. tariff, surtax, countermeasure, or duty applicable to the import or export of the Goods is a Pass-Through Charge for Buyer's account under Section 4.7.

26.7 Language. The parties have expressly required that these Terms and all related documents be drawn up in English. Les parties ont expressément exigé que les présentes conditions et tous les documents qui s'y rattachent soient rédigés en anglais.

27. General

27.1 Entire Agreement. These Terms, the Terminal Documents, the applicable Order Documents, and any credit documents under Section 1.8 are the entire agreement between the parties regarding the sale of the Goods and supersede all prior and contemporaneous proposals, negotiations, representations, and communications, written or oral. Buyer has not relied on any representation not expressly set out in a Seller-signed Order Document.

27.2 No Oral Modification; Waiver. No modification, amendment, or waiver is effective unless in a writing signed by an authorized officer of Seller. No failure or delay by Seller in exercising any right, and no course of dealing, operates as a waiver. A waiver on one occasion is not a waiver on any other.

27.3 Severability. If any provision of these Terms is held invalid or unenforceable in any jurisdiction, it will be narrowed to the minimum extent necessary to make it enforceable, and the remaining provisions, and the provision in every other jurisdiction, continue in full force.

27.4 Survival. Sections 3.6, 3.8, 4, 5, 7.4, 7.6, 8, 9, 10, 11, 13, 14, 17, 18, 19, 21, 22, 23, 25, 26, and 27 survive delivery, payment, completion, cancellation, and termination.

27.5 No Backcharges. Buyer has no right to backcharge Seller for any labor, equipment, materials, testing, standby, delay, or other cost unless pre-approved in a writing signed by an authorized officer of Seller, and any purported backcharge is void.

27.6 Time. Time is of the essence with respect to every obligation of Buyer.

27.7 No Exclusivity. Nothing in these Terms or any Order Document obliges Seller to supply all of Buyer's requirements or restricts Seller from selling Goods to any other person, including Buyer's competitors.

27.8 Independent Parties. The parties are independent contractors. Nothing in these Terms creates a partnership, joint venture, agency, or fiduciary relationship, except that Seller acts as Buyer's agent solely for the limited purpose stated in Section 4.5.

27.9 Remedies Cumulative. All rights and remedies of Seller are cumulative and in addition to those available at law, in equity, or under the Terminal Documents.

27.10 Language. These Terms are written in English. Any translation is for convenience only, and the English version controls.

End of Terms