TERMS AND CONDITIONS FOR SALE OF GOODS

These terms and conditions of sale (these "Terms") govern the sale of the goods ("Goods") from Arauco North America, Inc., and/or Arauco Canada Limited, as applicable ("Seller"), to the purchasing party ("Buyer") that submits and order or request (online via website or portal, or by email or other written communication) to Seller to purchase the Goods (the "Purchase Order"), collectively the "Parties" and individually a "Party".

These Terms are valid only for the period commencing on the execution date and will remain in effect until the last business exchange or any change as agreed upon between the Parties. For the avoidance of doubt, a business exchange includes, but is not limited to, orders, pricing discussions, open and/or delinquent accounts, exchange of business information, etc.

The Purchase Order is subject to review and written confirmation or acknowledgment of approval from Seller (the "Sales Confirmation"). The Purchase Order, these Terms, and the Sales Confirmation (collectively, this "Agreement") constitute the entire agreement between the Parties and supersede all prior or contemporaneous understandings, agreements, negotiations, representations, warranties, and communications, whether written or oral. Fulfillment of the Purchase Order does not constitute acceptance of any other terms and conditions Buyer proposes and does not serve to modify or amend these Terms. As used herein, "including" means including (without limitation).

NOW, THEREFORE, in consideration of the mutual covenants and agreements as herein contained, Seller and Buyer agree as follows:

1.0 DELIVERY

The Goods will be delivered within a reasonable time after Seller's issuance of the Sales Confirmation (the "Delivery Date"). Seller shall not be liable for any delays, loss, or damage in transit. The shipping terms will be those as shown on the Sales Confirmation using Seller's standard methods for packaging and shipping such Goods. Should Buyer require any extra packing, it must be agreed upon by the parties prior to the Sales Confirmation; in exceptional cases, such notification and requirements could be notified to Seller no less than fourteen (14) days prior to the Delivery Date. All extra packing costs incurred by the seller shall be paid by the Buyer. Buyer shall take delivery of the Goods at delivery within Buyer's delivery location. Buyer shall be responsible for all unloading costs and shall provide equipment and labor reasonably suited for receipt of the Goods. Seller may, in its sole discretion, without liability, penalty or other detriment, make partial shipments of Goods to Buyer. Each shipment will constitute a separate sale, and Buyer shall pay for the Goods shipped, whether such shipment is in whole or in part, in fulfillment of the Sales Confirmation.

1.1 All risk to the Goods shall pass to Buyer upon delivery to the carrier. Seller shall be responsible for procuring insurance, if any, for protection against loss or damage during transit. All claims for loss or damage in transit must be filed with the carrier at the earlier of the time of delivery or the date Buyer receives notice of the loss or damage, and Seller must be notified immediately. Buyer shall unload shipments promptly at its cost and risk. Any increase in freight rates for shipments, whether prepaid or not and all demurrages shall be borne by Buyer.

1.2 No returns will be accepted for any reason by Seller unless previously authorized by Seller in writing. Any permitted returns shall be subject to a transportation and handling charge set by Seller.

1.3 Buyer shall inspect defects, shortages, or damage upon delivery of the Goods. Buyer must, within twenty-four (24) hours of delivery, begin, complete, and notify the respective Arauco Representative of inspection findings, with evidence. Upon such notification, Buyer will receive further instructions from the Arauco Representative, which may include, but not be limited to, the desired evidence to prove such findings. Buyer agrees that its failure to note any claim for storage or damages within twenty-four (24) hours of delivery constitutes Buyer's acceptance of the Goods without reservation and is conclusive proof that such shortages and damages occurred after delivery and were neither the fault of Seller nor the responsibility of Seller.

2.0 QUANTITY

2.1 Seller reserves the right to source the materials used to create, produce, or manufacture the Goods from any one or more Seller facilities. Regardless of the Goods' origination or production location, the Goods shall perform in the same way and arrive on the same delivery timeline.

3.0 PRICE

3.1 Buyer shall purchase the Goods from Seller at the prices (the "Prices") set forth in Seller's published price list in force as of the date the Seller issues the Sales Confirmation.

3.2 All Prices shall be subject to an additional charge to cover any existing or future tax or governmental charge imposed upon or incident to this transaction, including manufacturer's, sales, transportation, privilege, excise, or other taxes. If a price specifies in writing that it is inclusive of any duty or taxes, any increase in duty or taxes from the time of quoting or publishing of the price to the date of delivery under this transaction shall be paid by the Buyer.

3.3 All Purchase Orders are subject to written confirmation by Seller in a Sales Confirmation before binding Seller and Buyer, and all Prices are subject to change, either before or after this confirmation, unless Buyer rejects the change in a signed writing received by Seller within two (2) business days of receipt by Buyer of a notice of change in Price from Seller.

3.4 All custom orders are subject to special quotation and may not be canceled after Seller's acceptance. Seller may require advance payment for custom orders.

4.0 PAYMENT

4.1 Following delivery, Seller will issue all invoices in a timely manner to the billing address stated on the Sales Confirmation and shall identify the Goods shipped, the Sales Confirmation number, the Delivery Date, the place from where the Goods were

shipped, and where delivered. If Buyer requires any other specific details that are necessary to identify the Goods to be included accordingly on the invoice, Buyer must submit the request prior to the invoice being issued.

4.2 All payments must be made within Net Ten (10) days from the date of invoice **unless otherwise agreed to in writing by Seller and Buyer.** Seller accepts the following payment methods: ACH, Wire or payments using the Customer Web Portal. All payment terms should be subject to the Credit and Collections Department's approval.

4.3 Buyer shall reimburse Seller for all costs incurred in collecting any late payments, including, without limitation, attorneys' fees. In addition to all other remedies available under these Terms or at law (as to which Seller does not waive the exercise of any rights hereunder), Seller shall be entitled to suspend the delivery of any Goods if Buyer fails to pay any amounts when due hereunder. Buyer shall not withhold payment of any amounts due and payable by reason of any set-off of any claim or dispute with Seller, whether relating to Seller's breach, bankruptcy, or otherwise.

4.4 Each issuance of a Sales Order to Seller will constitute Buyer's representation and warranty that Buyer is solvent and is able to pay for the Goods identified in such Sales Order in accordance with the terms of this Agreement. Buyer shall furnish Seller with statements or any evidence, as Seller may reasonably request from time to time, accurate and fair evidence of Buyer's financial condition. Throughout the Term, Buyer shall be in compliance with all obligations to Buyer's creditors as and when such obligations are due and owing in the ordinary course of Buyer's business. Buyer shall notify Seller, in writing, immediately of any and all events that have had or may have a material adverse effect on Buyer's business or financial condition, including any change in management, sale, lease, or exchange of a material portion of Buyer's assets, a change in Control of Buyer, or the breach of any loan covenants or other material obligations of Buyer to its creditors. If, at any time, Seller determines in its sole discretion that Buyer's financial condition or credit worthiness is inadequate or unsatisfactory, then in addition to Seller's other right under this Agreement, at law or in equity, Seller may without liability or penalty, take one or more of the following actions: on 3 day's prior written Notice, modify the payment terms specified in Section 4 or as agreed upon, for outstanding and future purchases, including requiring Buyer to pay for Goods on a cash in advance or cash on delivery basis;

5.0 WARRANTIES

5.1 Seller warrants to Buyer that at the time of delivery of the Goods to Buyer, such Goods will materially conform to the specifications set forth in na.arauco.com and will be free from material defects in material and workmanship.

EXCEPT FOR THE WARRANTY SET FORTH ABOVE IN THIS SECTION 5.1, SELLER MAKES NO, AND DISCLAIMS ANY, REPRESENTATION OR WARRANTY WHATSOEVER WITH RESPECT TO THE GOODS, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY, OR (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.

5.2 Seller shall not be liable for a breach of the warranty set forth in Section 5.1 unless (i) Buyer gives written notice of the defect or nonconformity, reasonably described, to Seller within ten (10) days of the time of delivery of the Goods to Buyer; (ii) Seller is given a reasonable opportunity after receiving the notice to examine such Goods and Buyer (if requested to do so by Seller) returns such Goods to Seller's place of business at Seller's cost for the examination to take place there; and (iii) Seller reasonably verifies Buyer's claim that the Goods are defective or nonconforming. Seller shall not be liable for a breach of the warranty set forth in Section 5.1 if (i) Buyer makes any use of such Goods after delivery; (ii) the defect or nonconformity arises because Buyer failed to follow Seller's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods; (iii) Buyer alters or repairs such Goods without the prior written consent of Seller; or (iv) the defect or nonconformity is caused by the carrier or other third party during shipment of the Goods to Buyer.

5.3 Subject to Section 5.2 above, with respect to any Goods not in conformity with the warranty in Section 5.1, Seller shall, in its sole discretion, either (i) repair or replace such Goods (or the defective or nonconforming part thereof) or (ii) credit or refund the Price of such Goods (at the pro rata contract rate, where applicable), provided that, if Seller so requests, Buyer shall, at Seller's expense, return such Goods to Seller.

5.4 THE REMEDIES SET FORTH IN SECTION 5.3 SHALL BE BUYER'S SOLE AND EXCLUSIVE REMEDY AND SELLER'S ENTIRE LIABILITY FOR ANY BREACH OF THE WARRANTY SET FORTH IN SECTION 5.1.

5.5 All Sellers' documents and warranties effective at the time of the acknowledgment of Terms and Conditions will be valid and enforceable. To access additional warranty and business information, please visit:

https://na.arauco.com/en/resources/search?q=%3Arelevance&qMobile=%2Crelevance&text=#

6.0 LIMITATION OF LIABILITY

NOTWITHSTANDING ANY PROVISION IN THIS AGREEMENT TO THE CONTRARY, SELLER SHALL NOT BE LIABLE TO BUYER OR ANY PERSON UNDER ANY CIRCUMSTANCES OR LEGAL THEORY FOR SPECIAL, CONSEQUENTIAL, UNFORESEEABLE, INDIRECT, EXEMPLARY, PUNITIVE, OR INCIDENTAL DAMAGES OF ANY NATURE OR KIND RELATING TO THIS AGREEMENT OR BREACH THEREOF OR THE GOODS. EXCEPT FOR REGULATORY NON-COMPLIANCE COSTS DESCRIBED IN SECTION 7 BELOW, IN NO EVENT SHALL SELLER'S AGGREGATE LIABILITY UNDER THIS AGREEMENT EXCEED THE AMOUNT PAID BY BUYER TO SELLER FOR GOODS STATED IN THE INVOICE WHICH ARE THE SUBJECT OF SUCH LIABILITY.

7.0 COMPLIANCE WITH LAWS

8.0 Each Party shall perform all of its obligations under this Agreement in compliance at all times with all foreign, federal, state, and local statutes, orders and regulations, including those relating to privacy, data protection and Antitrust. **INVENTIONS AND INTELLECTUAL PROPERTY RIGHTS**

As used in this Agreement, the term "Invention" means any ideas, concepts, information, materials, processes, data, programs, know-how, improvements, discoveries, developments, designs, artwork, formulae, other copyrightable works, and techniques, and all Intellectual Property Rights therein. The term "Intellectual Property Rights" means all trade secrets, copyrights, trademarks, patents, and other intellectual property rights recognized by the laws of any country. The Parties agree that all Inventions and Intellectual Property Rights shall be and remain the property of Seller, and Buyer agrees to treat such information as confidential.

9.0 INDEMNIFICATION

9.1 Buyer specifically agrees to protect, defend, indemnify and hold harmless Seller, its agents, officers, and employees ("Indemnitees"), from and against any and all losses, costs, expenses, attorneys' fees, damages, liabilities, suits, actions, recoveries and judgments of every nature or description suffered or incurred by Indemnitees brought by Buyer's contractors, subcontractors, assigns, employees, agents, customers or third parties ("Claims"), whether directly or indirectly arising out of or relating to this Agreement or the Goods or breach of this Agreement by Buyer, including liabilities imposed by separate indemnity agreement (if any) and further including any negligence or fault, whether active or passive, on the part of Indemnitees which constituted a concurring cause of the Claims except when caused by the sole negligence of Indemnitees. In entering into this Agreement, Buyer expressly agrees to the above indemnity provisions and states that Buyer intends to specifically bind itself to indemnify Seller in every instance described above. To the extent that any of the obligations imposed by this Agreement shall not be enforceable under applicable law, it is the intent of the Parties that the provisions of this Agreement shall be construed to impose only such obligations on Buyer and Seller as shall be enforceable under applicable law.

10.0 CONFIDENTIALITY

Buyer agrees to keep confidential all of Seller's non-public, confidential or proprietary information, including specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts, or rebates, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential." Buyers agree not to disclose any such confidential information to any person or entity, except to Buyer's employees, agents, contractors, subcontractors or customers on a need-to-know basis.

11.0 FORCE MAJEURE

In the event performance by one Party is affected by any cause beyond the reasonable control of such Party, including (to the extent beyond its reasonable control) fire, labor strife, riot, war, weather conditions, acts of the public enemy, pandemics, acts of God, epidemics, acts of terrorism, local, national or international disruptions to transportation or supply networks or operations, governmental regulations, or governmental request or requisition for national defense, and provided that the applicable cause is not attributable to the acts or omissions of such Party, and such Party is taking reasonable commercial measures to remove or mitigate the effects of the applicable cause, then the running of all periods of time mentioned herein, and the performance of all obligations required herein, affected by such cause shall be suspended (without liability, including for breach) during the continuance of such interruption, and such Party shall promptly notify the other Party of such interruption.

12.0 TERMINATION

12.1 Should Buyer fail to perform any of its obligations (other than obligations to make payment, which are governed by Section 4.0) and should such failure continue uncured for a period of 15 days after Buyer receives written notice of such failure, then Seller, at its option, can suspend future purchase orders of Goods, effective upon written notice to Buyer.

12.2 If any proceeding in bankruptcy, reorganization or for the appointment of a receiver or trustee, or any other proceeding under any law for the relief of debtors, shall be instituted by a Party, or brought involuntarily against a Party and not dismissed , or if a Party shall make an assignment for the benefit of creditors, the other Party, at its option, may either suspend its purchase or sale (as the case may be) of Goods under this Agreement or terminate this Agreement, effective in either case upon giving written notice to that effect to such Party.

13.0 RELATIONSHIP OF THE PARTIES

The relationship between Seller and Buyer under this Agreement shall be that of a buyer and seller.

14.0 GOVERNING LAW; ARBITRATION

This Agreement shall be governed by the laws of the State of Georgia without giving effect to its choice of law provisions. Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, shall be determined by arbitration in Atlanta, Georgia, before one arbitrator. The arbitration shall be administered by JAMS pursuant to its Streamlined Arbitration Rules and Procedures. Judgment on the award may be entered in any court having jurisdiction. This Section 14.0 shall not preclude the Parties from seeking equitable or other remedies not available in this JAMS arbitration from a court of appropriate jurisdiction.

15.0 NOTICE

Any notice or other communication required to be given under this Agreement shall be made in writing and shall be validly given if personally delivered to its addressee or sent by reputable overnight courier or by registered or certified mail to the applicable Party's address listed on the Sales Confirmation.

16.0 SEVERABILITY

If any provision of this Agreement is determined to be unenforceable or invalid for any reason whatsoever, in whole or in part, such invalidity or unenforceability shall attach only to such provision or part thereof and the remaining part thereof and all other provisions shall continue in full force and effect.

17.0 WAIVER

No waiver of any provision of this Agreement shall be enforceable against that Party unless it is in writing and signed by that Party.

18.0 NO AMENDMENTS WITHOUT WRITTEN APPROVAL

No provisions, terms or conditions added to a Purchase Order submitted by Buyer will become part of this Agreement unless expressly accepted in writing by Seller specifically referencing the provisions, terms or conditions in question.

19.0 ASSIGNMENT

This Agreement may not be assigned, sub-contracted or otherwise transferred in whole or in part to any other buyer, except with the prior written consent of Seller.

20.0 SET-OFF

Seller, without waiver or limitation of any rights or remedies, shall be entitled from time to time to set off against the Purchase

Order any amounts lawfully due from the Buyer to the Seller, whether under a Purchase Order or otherwise. Seller shall notify Buyer regarding the right of set-off and the quantities involved.

21.0 OFF GRADES

Products described as “Shop”, “Mill Second” (M.S.), “Rejects”, “Mis-manufacture’’, “Utility”, “Non-certified” (N.C.), “blanks”, “Economy”, “Dunnage”, “Falldown’, “Damage”, “Off-grade”, other similar designations are sold “as is “, without recourse.

22.0 APPARENT DEFECT CLAIMS

Buyer must provide written notice to seller of any reasonably apparent defect, not related to shipping, of Seller's product within twelve (12) months following the delivery of such product. Buyer’s claim outside the above timeline is deemed waived. All other claims for defects must be made within seventy-two (72) hours after the buyer first discovers or learns of the defect or other nonconformity, and seller shall not be liable for any claims not made within the foregoing time period. Defects in shortages of or damages to part of a delivery shall only entitle buyer to claim for the actually defective or damaged product damaged, or the short amount, and buyer shall complete the purchase of the remaining product. The product containing defects or damages must be retained intact at the delivery point, and where seller finds defects or damages exist or the product is otherwise non-conforming, seller shall have sixty-five (65) days from the date of such finding to dispose of such product. Under no circumstances is product to be returned to seller unless buyer has written permission of seller to do so. A claim of defects, damage, or that the product is non-conforming shall not entitle buyer to set off or to deduct any sum from any invoice or other amount due on any order unless such claim has been allowed by seller in writing. Invoices shall be paid in full in accordance with their terms of sale and, in the event of subsequent allowance of any claim; seller shall promptly make payment to buyer for the amount allowed.

23.0 DEFLECTION/WARP/DISCOLORATION

Seller will not be held responsible for warp or deflection in any melamine panels. Some wood veneers, laminates, and other types of products may have reactions to surface coatings and finishes, glues, pressing temperatures, moisture, contaminants, the chemical systems used to manufacture the products, the failure to use UV inhibitors, or due to other causes. Reactions may include discoloration. Seller is not responsible for discoloration in the products or for claims associated with discoloration.

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24.0 OTHER AGREEMENTS

If Buyer has a consignment or similar arrangement with Seller, the terms of such agreement shall prevail over these Terms.

Notwithstanding the foregoing, these Terms shall prevail over all other terms and conditions for the Goods referenced in the applicable Purchase Order.

Arauco Terms and Conditions for Sale of Goods V3.1
Effective Date: August 18, 2026
Valid from: August 18, 2026