

Terms and Conditions of Sale

Effective Date: September 1st/2025

These Terms and Conditions of Sale and the non-conflicting provisions in Seller's quotation (if any), acknowledgement or invoice from Seller (collectively, the "**Agreement**") govern in all respects all sales of any Products ("**Products**") and services (the "**Services**") from Broan-NuTone LLC or any of its affiliates or subsidiaries including, but not limited to, Venmar Ventilation ULC ("**Seller**") to purchaser ("**Buyer**").

1. Prices and Taxes. Prices are those in effect when Seller accepts a purchase order. Seller may accept or reject purchase orders in its sole discretion. Buyer must pay or promptly reimburse Seller for any sales, use or any other local, state, provincial or federal taxes arising from the sale or delivery of the Products and Services or provide an exemption certificate. All prices, models and material specifications are subject to change or withdrawal by Seller without notice.

2. Payment. Payment terms on all orders are subject to the continuing approval of Seller's credit department. Unless otherwise agreed by Seller in writing, payment terms are net 30 days from date of invoice. All prices are quoted, and must be paid, in the currency stated on any bid, quote or price list. If Buyer fails to make any payment or pay any invoice according to its terms, or upon such credit terms as expressly agreed to in writing by Seller, then, in addition to all other rights and remedies available to Seller: (a) Buyer is responsible for any and all commercially reasonable charges, expenses or commissions incurred by Seller in stopping delivery, including restocking fees and handling charges as provided for herein, transportation and storage of Products, and in connection with the return or resale of Products; (b) Seller has the right to terminate the Agreement or suspend further performance under the Agreement and other agreements with Buyer; and (c) Buyer shall be liable to Seller for all reasonable costs of collection, including reasonable attorneys' fees, such amounts which may include penalty fees. Past due amounts are subject to service charges of 2% per month (or the maximum amount permitted by law). All Products remain the property of Seller until the payment has been fully made. TT

3. Changes. Seller may revise prices, dates of delivery, and warranties upon acceptance of requests by Buyer for modifications to Products or Services. If Buyer rejects proposed changes to made-to-order Products deemed necessary by Seller to conform to the applicable specification, Seller is relieved of its obligation to conform to such specification to the extent that conformance may be affected by such objection in the reasonable opinion of Seller.

4. Minimum Product Order, Shipment, and Delivery

4.1 Minimum Product Order. \$250. Any orders placed for less than this amount will be subject to a fee of \$35 per order.

4.2 Prepaid Freight: prepaid freight applies only to orders of \$2,500 or more (and \$5,000 for Hawaii or Alaska). Orders under \$2500 are not eligible for freight allowance. Buyer will pay for freight charges consistent with the Fee Schedule provided by Seller.

4.3 Case Handling fee: orders with multiple cases that require additional handling to consolidate and/or re-palletize will be subject to a \$2 per item fee (fee applies after second case).

4.4 Collect. The Buyer assumes full responsibility for shipments sent “collect”, once the shipment has been picked up at the Seller’s location(s) by the Buyer’s Transport provider.

4.5 Title and Risk of Loss. Title, risk of loss and damage passes to Buyer upon delivery to the Seller’s assigned Transportation provider. Any inspections of Shipment performed by Buyer are at Buyer’s expense. Buyer’s receipt of any Shipment delivered by Seller’s chosen Transportation provider shall be a waiver by Buyer of any and all claims with respect to such Shipments on the earlier of; (i) payment for the Shipments or (ii) failure of Seller to receive written notice of shortages and/or damages in the Shipments within 3 business days of their delivery to Buyer.

4.6 Delivery. Delivery dates are estimates only. The Seller will not be responsible for delays in delivery. Unless otherwise agreed by Seller in writing, Buyer will pay for freight charges consistent with the Fee Schedule for Freight attached to these Terms and/or posted by Seller. Shipments to non-US or non-Canadian destinations where Seller is authorized to sell product will be shipped at Buyer’s expense and subject to Buyer’s compliance with all applicable laws with respect to such shipment. Shipments including both special or non-stock Products and stock Products may be processed as split shipments with stock Products and special Products.

5. Limited Warranty. SELLER’S SOLE AND EXCLUSIVE WARRANTIES WITH RESPECT TO PRODUCTS AND SERVICES ARE THOSE SET FORTH AT www.broan-nutone.com/warranty All warranty claims must be received by Seller on or before the end of the applicable warranty period.

6. Limitation of Remedy and Liability. Seller’s total liability under the Agreement, whether in law, equity, contract, infringement, negligence, strict liability or otherwise, shall not exceed the price paid by Buyer under the Agreement for the Product or Services giving rise to the claim. Under no circumstances shall Seller be liable for special, incidental, indirect, punitive or consequential damages for any reason. “**Consequential damages**” includes, without limitation, loss of anticipated profits; business interruption; loss of use, revenue, reputation or data; costs incurred, including without limitation, costs for capital, fuel or power; loss or damage to property or equipment; and environmental cleanup. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to Buyer. Any action arising under or relating to the Agreement, (whether based in law, equity, contract, infringement, negligence, strict liability, other tort or otherwise), must be commenced within one year after the date of shipment or delivery of Services. Seller assumes no obligation or liability for technical advice given or not given, or results obtained. Seller has set its prices and entered into the Agreement in reliance upon the limitations of liability and other terms and conditions specified herein, which allocate the risk between Buyer and Seller and form a basis of this bargain between the parties.

7. Excuse of Performance. Seller has no liability for non-performance due to acts of God; acts of Buyer; war (declared or undeclared); terrorism or other criminal conduct; fire; flood; weather; sabotage; strikes, or labor or civil disturbances; governmental requests, restrictions, laws, regulations, orders, omissions or actions; unavailability of, or delays in, utilities or transportation; default of suppliers or other inability to obtain necessary materials; embargoes or any other events or circumstances not within the seller’s reasonable control, whether similar

or dissimilar to any of the foregoing (each, a “**Force Majeure Event**”). Deliveries or other performance may be suspended for an appropriate period of time or canceled by Seller upon notice to Buyer in the event of a Force Majeure Event, but the remainder of the Agreement will otherwise remain unaffected as a result of the Force Majeure Event. If Seller determines that its ability to perform the Services or the total demand for Products is hindered, limited or made impracticable due to a Force Majeure Event, Seller may delay delivery of Products and Services and allocate its available supply of Products (without obligation to acquire other supplies of any such Products) among its customers on such basis as Seller determines to be equitable without liability for any failure of performance. In the event of a Force Majeure Event, the date of delivery will be extended by a period equal to the delay plus a reasonable time to train and resume production, and the price will be equitably adjusted to compensate Seller for such delay and related costs and expenses.

8. Laws and Regulations. Compliance with any federal, state, provincial or local laws, regulations and directives (“**Laws**”) relating to the installation, operation or use of Products or Services is the sole responsibility of Buyer. The Agreement is governed by the laws of the State or Province where Seller’s principal office is located, without giving effect to its conflict of laws rules, and the parties consent to the exclusive jurisdiction and venue of the federal and state or provincial courts located in such location. The application of the United Nations Convention on Contracts for the International Sale of Goods does not apply.

9. Drawings. Any designs, manufacturing drawings or other information submitted to Buyer remain the exclusive property of Seller. Buyer shall not, without Seller’s prior written consent, copy such information or disclose such information to a third party.

10. Cancellation or Returned Goods. Buyer may cancel orders only upon reasonable advance written notice and acceptance of such cancellation by Seller and upon payment to Seller of cancellation charges which include: (a) all costs and expenses incurred by Seller if the order cannot be cancelled prior to preparation for shipment, and (b) a fixed sum of 25% of the total price of Products (a “restocking fee”) to compensate for disruption in scheduling, planned production and other indirect and administrative costs, and (c) all transportation costs of the returned goods, either paid directly by Buyer or invoiced by seller upon receipt. For any returned Product, a twenty-five percent (25%) handling charge will apply to cover all administrative costs of processing such return, if returns are authorized in writing by Seller.

11. Export Control. Certain Products may be subject to export controls under applicable Laws. Buyer must comply with all such Laws and not export, re-export or transfer, directly or indirectly, any such Product except in compliance with such Laws.

12. Buyer’s Responsibility for Choice and Use of Goods. Buyer acknowledges being fully aware of the inherent limits of performance and use of the Product and of its maintenance requirements. Buyer has the ultimate responsibility to inform its purchaser of the limits and requirements for use in their specific project or application.

13. Certification Outside Canada or the United States. Buyer hereby acknowledges purchasing Product(s) that are certified only for use in Canada and/or the United States (depending on the certification) and is fully liable for any recertification and/or other compliance requirements if they choose independently to take product to any other location. Seller does not warrant product for any use outside of the United States or Canada.

14. General Provisions. Seller shall have the right to enforce unilateral policies for sales to all customers as its sole discretion and nothing herein shall negate the effectiveness and implementation of such policies as a condition of sale, including, without limitation, unilateral minimum advertised pricing policies. The Agreement constitutes the entire agreement between the parties and supersedes all other communications between the parties relating to the subject matter of the Agreement. Seller's quotations are offers that may only be accepted in full. No conditions, usage or trade, course of dealing or performance, understanding or agreement purporting to modify, vary, explain, reject, or supplement the Agreement shall be binding unless made in writing and signed by both parties, expressly and specifically referencing the Agreement, and no modification or objection shall be caused by Seller's receipt, acknowledgment, or acceptance of purchase orders, shipping instruction forms, or other documentation containing different or additional terms to those set forth herein. No waiver by either party with respect to any breach or default or of any right or remedy and no course of dealing, shall be deemed to constitute a continuing waiver of any other breach or default or of any other right or remedy, unless such waiver is expressed in writing signed by both parties, specifically referencing the Agreement. Nothing in the Agreement confers upon any person other than Seller and Buyer any right or remedy under or by reason of this Agreement. All typographical or clerical errors made by Seller in any quotation, acknowledgment or publication are subject to correction. If any provision of this Agreement is held by any court to be invalid or unenforceable, such provision shall be deemed to be modified or deleted, but only to the extent necessary to enable that and the remaining provisions of this Agreement to be valid and enforceable. Buyer may not assign any rights or obligations under this Agreement without prior written consent of Seller.