TERMS AND CONDITIONS

THURSDAY POLES, LLC'S ("THURSDAY POLES") ACCEPTANCE OF BUYER'S REQUEST FOR QUOTE, PURCHASE ORDER AND/OR OTHER METHOD OF REQUESTING TO PURCHASE ANY THURSDAY POLES' PRODUCT, GOOD OR SERVICE (COLLECTIVELY "GOODS"), AND THE SALE OF ANY GOODS PURSUANT TO A THURSDAY POLES SALES ORDER (COLLECTIVELY REFERRED TO HEREIN AS "SALES ORDER") IS EXPRESSLY CONDITIONED ON BUYER'S ASSENT TO AND ACCEPTANCE OF THE FOLLOWING TERMS AND CONDITIONS OF SALE (THE "TERMS"). ANY TERMS OR CONDITIONS OTHER THAN THOSE STATED HEREIN ARE REJECTED UNLESS EXPRESSLY ACCEPTED IN WRITING IN A DOCUMENT CONSPICUOUSLY REFERENCING THE INTENT TO AMEND THESE TERMS BY A DULY AUTHORIZED REPRESENTATIVE OF THURSDAY POLES.

1. DEFINITIONS.
    a. "Thursday Poles" means Thursday Poles, LLC, an Indiana limited liability company.
    b. "Buyer" means the party identified as the buyer on the applicable Sales Order purchasing Goods from Thursday Poles.
    c. "Buyer Specifications" means any designs, drawings, plans, load cases, attachment configurations, or specifications supplied by Buyer or a third party on behalf of Buyer.
    d. "Goods" means composite utility poles (including without limitation EnduraPOLE poles), composite cross-arms (including without limitation EnduraARM arms), fire shield products, associated hardware, brackets, bands, bolts, climbing steps, ground sleeves, finials, caps, accessories, services and any other products manufactured, sold, or supplied by Thursday Poles.
    e. "Sales Order" means the Thursday Poles sales order document issued by Thursday Poles and identified by a Sales Order date and Sales Order (S.O.) number, together with any related purchase order, request for quote, quotation acceptance, or other agreement for the sale of Goods between Thursday Poles and Buyer. Each Sales Order is governed by, and incorporates by reference, these Terms.
    f. "Published Documentation" means Thursday Poles' then-current published Specifications, product data sheets, installation and framing guidelines, handling and storage instructions, design load tables, and engineering bulletins for the Goods, as updated by Thursday Poles from time to time.
    g. "Specifications" means Thursday Poles' then-current published specifications and guidelines for the Goods along with any written specifications for the Goods agreed in writing by Thursday Poles.

2. ACCEPTANCE. These Terms form the basis of the agreement between Thursday Poles and Buyer and govern all sales by Thursday Poles. Any terms or conditions stated by Buyer in a Sales Order or other document are rejected unless expressly accepted in writing by a duly authorized representative of Thursday Poles. If Buyer's Sales Order is expressly conditioned upon Thursday Poles' adherence to Buyer's terms, then these Terms shall operate as a counteroffer expressly conditioned on Buyer's acceptance of these Terms. Buyer's acceptance of any Goods delivered by Thursday Poles; Buyer's failure to reject the Goods in accordance with Section 7 of these Terms; Buyer's payment of any deposit or other amount due under a Sales Order; or Buyer's commencement of installation, framing, drilling, or other modification of any Goods, constitutes acceptance of these Terms and a waiver of any right to object under the Uniform Commercial Code or under any other applicable laws. In the event of any conflict between a Sales Order and these Terms, these Terms shall control except as to price, quantity, delivery date, and ship-to-location set forth on the face of the Sales Order. Buyer acknowledges that it has not relied upon any oral or written representation, statement, promise, projection, or warranty made by any employee, distributor, dealer, sales representative, or agent of Thursday Poles that is not expressly set forth in these Terms or in a Sales Order signed by an authorized representative of Thursday Poles.

3. PRODUCT SYSTEM DISCLAIMER; ENGINEER OF RECORD.
    a. Individual Products Only. Thursday Poles manufactures and sells individual products and does not provide engineering services for the complete utility distribution or transmission system unless specifically agreed in writing signed by a duly authorized representative of Thursday Poles. Buyer and Buyer's licensed engineer of record remain solely responsible for the design, analysis, pole loading, attachment selection, guying, foundations, conductor tensions, sag and tension calculations, NESC compliance, compliance with all appliable federal, state, and local codes and regulations, structure performance, and suitability of the Goods for the intended application.
    b. Engineer of Record. Buyer acknowledges and agrees that a licensed professional engineer retained by Buyer is responsible for verifying all loading calculations, structural analyses, applicable federal, state, and local codes, safety factors, conductor loads, wind, ice, seismic, and other environmental loading, and any project-specific design requirements applicable to the installation of the Goods. Buyer's engineer of record bears ultimate responsibility for pole class, length, design-load selection, and installation design for each project.

4. QUOTATIONS AND PRICING.
    a. All prices are quoted in U.S. dollars and are F.O.B. Thursday Poles' shipping point (Fortville, Indiana) unless otherwise stated in writing.
    b. Prices exclude all taxes, tariffs, customs, duties, freight, insurance, fuel surcharges, oversize/overweight permits, escort costs, and similar charges, which are the responsibility of Buyer unless Buyer furnishes an exemption certificate acceptable to any applicable taxing authority. Thursday Poles is entitled to pass through to Buyer the cost of any increases in the cost of raw materials (including resin, fiberglass, and reinforcing fibers), labor, energy, or customs duties or tariffs imposed on imported materials used in the Goods, in each case occurring between the date of quotation and the date of shipment.
    c. Quotations by Thursday Poles are valid for thirty (30) days from issuance unless otherwise stated and are subject to withdrawal or change by Thursday Poles prior to acceptance. Thursday Poles reserves the right to correct printing or clerical errors in any quotation, acknowledgment, or invoice.
    d. Tooling, mold, fixture, pattern, and engineering charges (if any) shall be paid by Buyer and are non-refundable. Buyer acquires no title to any tools, dies, molds, fixtures, or patterns used by Thursday Poles in producing the Goods, all of which remain the sole property of Thursday Poles even if separately charged to Buyer.

5. PAYMENT TERMS.
    a. Payment terms are net thirty (30) days from invoice date unless otherwise agreed in writing on the applicable Sales Order, and Thursday Poles will invoice Buyer on the date the Goods leave Thursday Poles' facility. Thursday Poles may, in its discretion, require a deposit, progress payment, or advance payment of up to fifty percent (50%) of the Sales Order price for custom, engineered-to-order, large-volume, long lead-time or pre-drilled orders, including orders requiring utility-specific drilling, framing, or other modification that renders the Goods substantially dedicated to Buyer's use, or where Thursday Poles has committed dedicated raw material, tooling, or production capacity to Buyer's order. For orders shipped to a destination outside of the United States, payment terms shall be fifty percent (50%) due upon Sales Order acceptance and the remaining fifty percent (50%) due prior to shipment, unless otherwise agreed in writing by Thursday Poles or secured by an irrevocable letter of credit acceptable to Thursday Poles.
    b. Past-due amounts accrue interest at the rate of one and one-half percent (1.5%) per month, or the maximum rate permitted by law, whichever is less.
    c. Buyer shall have no right to setoff, deduction, abatement, recoupment, or counterclaim against amounts due to Thursday Poles.
    d. Thursday Poles may suspend shipments, require advance payment or other security, modify credit terms, or cancel any unfilled Sales Order if, in Thursday Poles' reasonable judgment, Buyer's creditworthiness becomes impaired or payments are delinquent.
    e. Notwithstanding the foregoing, Thursday Poles and Buyer may agree in writing on a Sales Order to alternative payment terms, including without limitation deposits, progress payments, milestone

payments, or payment upon completion of drilling or framing. In the event of any conflict, the payment terms on the face of a written and mutually signed Sales Order shall control.

6. SHIPMENT AND DELIVERY.
    a. Shipping dates provided by Thursday Poles are estimates only and are not of the essence. Thursday Poles shall not be liable for any loss, damage, or expense resulting from delays in production, shipment, or delivery, regardless of cause.
    b. Thursday Poles shall ship Goods by common carrier of Thursday Poles' selection at Buyer's cost to the location specified in writing by Buyer. Buyer's cost shall include the direct costs incurred by Thursday Poles for the shipment, including without limitation freight, fuel surcharges, or oversize/overweight permits, along with insurance on such shipment. Buyer shall be solely responsible for arranging and paying for unloading at Buyer's delivery location, including providing all necessary equipment, trained personnel, traffic control, and site access. Thursday Poles assumes no responsibility for damage caused by improper unloading.
    c. Storage charges, insurance, and any additional handling costs may apply if shipment is delayed at Buyer's request or due to Buyer's failure to provide timely instructions or payment.
    d. Claims for shortages or damages in transit must be noted on the delivery receipt at the time of delivery and reported in writing to Thursday Poles within ten (10) business days after delivery to Buyer, together with photographs of the alleged damage and the carrier's bill of lading.
    e. Export Compliance. For any Goods shipped to a destination outside the United States, Buyer is solely responsible for compliance with all applicable export licenses, import compliance, customs regulations, duties, tariffs, and economic sanctions and embargo laws of the United States and any other applicable jurisdiction. Buyer shall not export, re-export, or transfer any Goods in violation of such laws.

7. INSPECTION AND ACCEPTANCE. Buyer shall inspect the Goods within ten (10) business days after delivery (the "Inspection Period"). Claims for visible defects, shortages, mis-shipments, or nonconformity must be submitted in writing within the Inspection Period and must identify each alleged nonconformity with particularity, including the Sales Order number, lot/serial number, and photographs of the alleged nonconformity. Failure to inspect or to provide timely written notice constitutes irrevocable acceptance and waiver of all claims for nonconformity, and Buyer shall be obligated to pay for the Goods in accordance with these Terms. Further, any installation, framing, drilling, cutting, coating, or other modification of the Goods by Buyer or its contractors shall constitute conclusive evidence that the Goods were inspected and accepted by Buyer as conforming and suitable for installation and shall constitute an irrevocable waiver of any claim of nonconformity, visible defect, shortage, or mis-shipment. Thursday Poles shall be afforded a full and reasonable opportunity to inspect any Goods alleged to be nonconforming, and Buyer shall preserve the Goods in their as-received condition and shall not install, modify, frame, drill, cut, or coat any Goods for which a nonconformity claim is asserted.

8. LIMITED WARRANTY.
    a. **Composite Poles (EnduraPOLE and other composite poles):** Thursday Poles warrants that its composite poles will be free from defects in material and workmanship under normal use and service, and will substantially conform to Thursday Poles' published Specifications and design loads in effect on the date of shipment, for a period of five (5) years from the date of shipment.
    b. **Composite Cross-Arms (EnduraARM) and Other Composite Products:** Thursday Poles warrants such Goods will be free from defects in material and workmanship and will substantially conform to Thursday Poles' published Specifications and design loads for a period of five (5) years from the date of shipment.
    c. **All Other Goods, Accessories, and Hardware:** Thursday Poles does not warrant any non-composite Goods manufactured by a third party. Such Goods may carry the transferable warranty provided by such third party.
    d. This warranty extends only to the original Buyer that took delivery directly from the carrier hired by Thursday Poles and is not transferable or assignable.
    e. This warranty is conditioned on (i) Buyer's payment in full for the Goods; (ii) Buyer's compliance with Thursday Poles' Published Documentation regarding storage, handling, transportation, installation, framing, drilling, climbing, and maintenance of the Goods; (iii) the Goods having been used within

their published design loads and intended service environment; and (iv) Buyer providing Thursday Poles with timely written notice and access to the Goods for inspection in accordance with Section 9.

f. This warranty does not cover, and Thursday Poles shall have no liability for, any of the following:
   i. Storage, handling, unloading, transportation, installation, framing, drilling, or maintenance of the Goods;
   ii. Any condition, loss, damage, injury, or claim arising out of or relating to electricity or electrical current, including without limitation electrical conductivity or non-conductivity of the Goods, grounding, bonding, arcing, flashover, lightning strike, contact with energized lines, or step, touch, or transferred potential;
   iii. Unauthorized modifications, alterations, repairs, or use of non-approved components, fittings, and accessories;
   iv. Damage caused by accident, abuse, misuse, vandalism, vehicular impact, fire, lightning, ice, wind, flood, or other casualty exceeding the Goods' published design loads;
   v. Normal wear, weathering, fading, surface discoloration, or chalking;
   vi. Third-party components or accessories not manufactured by Thursday Poles;
   vii. Any errors, omissions, or defects in designs, drawings, plans, or specifications supplied by Buyer or a third party;
   viii. Goods that have been removed from their original installation location and reinstalled elsewhere;
   ix. Improper storage, including without limitation storage in contact with the ground, prolonged outdoor storage without weather protection where required, storage in contact with incompatible chemicals or solvents, improper stacking, or storage in a manner inconsistent with any published documentation by Thursday Poles;
   x. Improper handling, including without limitation, dragging, dropping, improper lifting or rigging, damage caused by forklifts, damage during unloading or damage from contact with sharp or abrasive surfaces;
   xi. Minor cosmetic blemishes, color variation, resin-rich or resin-lean areas, print-through, surface texture variation, mold-line witness marks, manufacturing marks, or other cosmetic or non-structural characteristics that do not materially affect the structural performance or design-load capacity of the Goods; and
   xii. Any field repair, modification, coating, or attempted repair of the Goods performed without Thursday Poles' prior written authorization.

g. **DISCLAIMER OF OTHER WARRANTIES. THE WARRANTIES SET FORTH IN THIS SECTION 8 ARE THE SOLE AND EXCLUSIVE WARRANTIES PROVIDED BY THURSDAY POLES. THURSDAY POLES DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, WARRANTY ARISING FROM COURSE OF DEALING OR USAGE OF TRADE, OR NON-INFRINGEMENT. NO STATEMENT, REPRESENTATION, OR ADVERTISEMENT BY ANY EMPLOYEE, AGENT, OR DEALER OF THURSDAY POLES SHALL CONSTITUTE A WARRANTY OR MODIFY THIS LIMITED WARRANTY.**

9. WARRANTY CLAIMS AND EXCLUSIVE REMEDY.

a. Warranty claims must be submitted in writing to Thursday Poles at the address set forth below, accompanied by the Sales Order number, lot/serial number of the affected Goods, photographs, and a description of the alleged defect, within thirty (30) days after the alleged defect is discovered or reasonably should have been discovered, and in all events before expiration of the applicable warranty period.

b. Thursday Poles reserves the right to inspect and test any Goods alleged to be defective, including on-site at the installation location, and Buyer shall, upon request, return the Goods (freight prepaid) for inspection.

c. **Thursday Poles' sole and exclusive obligation, and Buyer's sole and exclusive remedy, for any breach of warranty shall be, at Thursday Poles' option:**
   i. Repair of the nonconforming Goods if Thursday Poles determines the defect is repairable in its reasonable discretion;
   ii. Delivery of a replacement of the nonconforming Goods to the location specified by Buyer; or

iii. **Refund or credit to Buyer of the purchase price paid by Buyer for the nonconforming Goods. Thursday Poles shall not be responsible for any labor, freight, crane, bucket truck, traffic-control outage, removal, re-installation, restoration, re-energization, line work, or any other costs incurred in connection with removal or replacement.**

d. Buyer shall not repair, modify, coat, recoat, cut, drill, or attempt any field repair of any Goods alleged to be defective or nonconforming without Thursday Poles' prior written authorization. Any such unauthorized repair or modification shall void the warranty as to the affected Goods and shall constitute a waiver of any warranty claim relating thereto.

10. **LIMITATION OF LIABILITY. IN NO EVENT SHALL THURSDAY POLES BE LIABLE TO BUYER OR ANY THIRD PARTY, UNDER ANY THEORY OF LIABILITY (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, WARRANTY, INDEMNITY, STATUTE, OR OTHERWISE), FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF USE, LOST OR INTERRUPTED ELECTRICAL SERVICE OR REVENUES OR ANY ELECTRICAL DAMAGE TO PROPERTY OR TO PERSONS (WHETHER PERSONAL INJURY OR DEATH), REGULATORY PENALTIES, STORM RESPONSE COSTS, MUTUAL-AID COSTS, DOWNTIME, COST OF CAPITAL, COST OF SUBSTITUTE GOODS OR SERVICES, REPROCUREMENT COSTS, OR CLAIMS BY THIRD PARTIES. THURSDAY POLES' AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO ANY SALES ORDER OR THE GOODS SHALL NOT EXCEED THE PURCHASE PRICE PAID BY BUYER FOR THE SPECIFIC GOODS GIVING RISE TO THE CLAIM. THE FOREGOING LIMITATIONS SHALL APPLY EVEN IF THE LIMITED REMEDY SET FORTH IN SECTION 9 FAILS OF ITS ESSENTIAL PURPOSE.**

11. BUYER'S SPECIFICATIONS AND INDEMNIFICATION.
    a. Where Goods are manufactured or modified pursuant to Buyer's Specifications, Buyer shall defend, indemnify, and hold harmless Thursday Poles and its members, managers, officers, employees, contractors, agents, dealers, distributors, and affiliates (the "Thursday Poles Parties") from and against any and all claims, suits, losses, damages, liabilities, judgments, fines, penalties, costs, and expenses (including reasonable attorneys' fees and expert fees) arising out of or relating to:
        i. The design, suitability, fitness, accuracy, engineering calculations or completeness of Buyer's Specifications;
        ii. Alleged infringement or misappropriation of any patent, trademark, trade secret, copyright, or other intellectual property right resulting from compliance with Buyer's Specifications;
        iii. Buyer's storage, handling, transportation, installation, use, modification, repair, or resale of the Goods;
        iv. Any personal injury (including death) or property damage to the extent caused by Buyer's or its contractors' acts or omissions in installing, framing, climbing, energizing, or maintaining the Goods;
        v. Buyer's failure to follow Thursday Poles' Published Documentation; and
        vi. Any breach of these Terms by Buyer.

12. INTELLECTUAL PROPERTY. All intellectual property associated with the Goods, including without limitation, the marks THURSDAY POLES, EnduraPOLE, EnduraARM, together with all designs, drawings, engineering data, specifications, installation instructions, technical literature, and documentation, is and shall remain the sole and exclusive property of Thursday Poles. Buyer shall not reverse engineer, decompile, copy, reproduce, modify, or create derivative works from the Goods or any related documentation, and shall not use Thursday Poles' trademarks or trade dress without Thursday Poles prior written consent. No license or right under any patent, trademark, copyright, or other intellectual property right is granted by the sale of Goods except a right, limited in scope to using and reselling the Goods as delivered.

13. CHANGES AND CANCELLATION. Any Sales Order accepted by Thursday Poles may only be modified or canceled by Buyer with Thursday Poles' prior written consent and on terms that fully indemnify Thursday Poles against loss, including loss of profit and all costs of labor, materials, and overhead incurred. Custom, engineered-to-order, or non-standard Goods are non-cancelable. Thursday Poles may cancel any Sales Order, in whole or in part, without liability to Buyer if: (a) Buyer materially breaches these Terms; (b) Buyer becomes

insolvent or is the subject of a bankruptcy, receivership, dissolution, or similar proceeding; or (c) Thursday Poles reasonably believes Buyer will not pay or otherwise perform its obligations.

14. FORCE MAJEURE. Thursday Poles shall not be liable for any delay or failure in performance arising out of causes beyond its reasonable control, including but not limited to acts of God, fire, flood, severe weather, earthquake, pandemic or epidemic, civil unrest, war or armed conflict, terrorist acts, strikes or labor disputes, transportation delays, supplier delays, shortage or inability to obtain raw materials or labor, utility or power failures, cyber incidents, and acts, orders, or restrictions of any governmental authority (including tariffs, sanctions, and embargoes). Upon the occurrence of any such event, Thursday Poles may, at its option, delay performance until the event ceases or cancel the affected portion of any Sales Order without liability.

15. COMPLIANCE WITH LAWS AND SAFETY. Buyer shall comply with all applicable federal, state, and local laws and regulations in connection with the purchase, installation, use, and resale of the Goods, including applicable safety, environmental, OSHA, and electrical codes. Buyer is solely responsible for ensuring that the Goods are properly engineered, specified, installed, inspected, and maintained for the intended application, including loading, environmental, and site-specific conditions, and for confirming that the selected pole class, length, and design loads are appropriate for the intended installation. Thursday Poles' published design load tables and Specifications are guidelines only; the Buyer's engineer of record for each project bears ultimate responsibility for pole selection and installation design.

16. GOVERNING LAW; VENUE.
    a. Governing Law. These Terms and any dispute arising out of or relating to these Terms, any Sales Order, or the Goods shall be governed by the laws of the State of Indiana, without regard to its conflict-of-laws principles.
    b. Mandatory Binding Arbitration. Except as provided in Section 16(c), any dispute, claim, or controversy arising out of or relating to these Terms, any Sales Order, or the Goods (including its formation, breach, or enforceability) shall be finally resolved by binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, before a single arbitrator (or three arbitrators if the amount in controversy exceeds $1,000,000.00). The seat and place of arbitration shall be Indianapolis, Indiana, and the Federal Arbitration Act shall govern. The arbitrator shall apply Indiana law, shall have no authority to award damages excluded by Section 10 or to exceed the limitations in Sections 8, 9, and 10, and shall issue a reasoned written award. The shortened limitations period in Section 17 applies. All proceedings shall be confidential.
    c. Court Proceedings. Notwithstanding Section 16(b), either party may seek injunctive or other equitable relief, or collect amounts past due, in the Indiana Commercial Court in Hamilton County, Indiana (or, if it does not accept the matter, a state or federal court of competent jurisdiction in Hamilton County, Indiana), to which the parties irrevocably consent. The same courts shall have exclusive jurisdiction to confirm or enforce any arbitration award. **If the arbitration provisions of Section 16(b) are held invalid or unenforceable in whole or in part, any dispute (or portion not subject to arbitration) shall be brought exclusively in those Indiana courts**.
    d. Waivers**.** ALL DISPUTES SHALL BE BROUGHT ON AN INDIVIDUAL BASIS ONLY, AND EACH PARTY IRREVOCABLY WAIVES ANY RIGHT TO TRIAL BY JURY AND ANY RIGHT TO PARTICIPATE IN A CLASS, COLLECTIVE, OR REPRESENTATIVE PROCEEDING. If the class waiver is held unenforceable as to any claim, that claim shall be severed and adjudicated in court under Section 16(c), and the remainder of this Section 16 shall remain in full force and effect.

17. LIMITATIONS ON ACTIONS. Any action by Buyer arising out of or related to these Terms, any Sales Order, or the Goods must be commenced within one (1) year after the cause of action accrues, or shall be forever barred.

18. ATTORNEYS' FEES. In any action arising out of or related to these Terms, any Sales Order, or the Goods in which Thursday Poles prevails, Thursday Poles shall be entitled to recover its reasonable attorneys' fees and costs.

19. ASSIGNMENT: Buyer may not assign, delegate, or transfer any of its rights or obligations under these Terms or any Sales Order, by operation of law or otherwise, without Thursday Poles' prior written consent. Thursday Poles may freely assign or subcontract its rights and obligations.

20. RELATIONSHIP OF THE PARTIES. Thursday Poles and Buyer are independent contractors. Nothing in these Terms creates any agency, partnership, joint venture, or fiduciary relationship between the parties, and neither party has authority to bind the other.

21. SEVERABILITY; NO WAIVER: If any provision of these Terms is held invalid or unenforceable, the remaining provisions shall continue in full force and effect, and the invalid provision shall be reformed to the minimum extent necessary to make it enforceable. No failure or delay by Thursday Poles in exercising any right shall constitute a waiver of that or any other right.

22. ENTIRE AGREEMENT; AMENDMENTS. These Terms, together with any written quotation issued by Thursday Poles or Sales Order acknowledgment issued by Thursday Poles, constitute the entire agreement between Thursday Poles and Buyer with respect to the sale of Goods and supersede all prior or contemporaneous oral or written representations, communications, and agreements. These Terms may be amended only by a writing signed by an authorized representative of Thursday Poles.

23. NOTICES. All notices required or permitted under these Terms shall be in writing and delivered by hand, nationally recognized overnight courier, or certified mail (return receipt requested) to the addresses set forth on the applicable Sales Order or, if none, to Thursday Poles' principal place of business as set forth below.

24. CONFIDENTIALITY. Pricing, quotations, Published Documentation, and engineering data provided by Thursday Poles are confidential and may not be disclosed by Buyer to any third party (other than Buyer's project engineer of record under obligations of confidentiality) without Thursday Poles' prior written consent, except to the extent disclosure is required by law.

25. SURVIVAL. Any provision of these Terms that by their nature should survive expiration, termination, cancellation, completion, delivery, acceptance, or payment shall survive, including without limitation provisions relating to payment obligations, warranty limitations, warranty claims, disclaimers, exclusive remedies, limitation of liability, indemnification, intellectual property, confidentiality, governing law, arbitration, venue, jury waiver, class-action waiver, attorneys' fees, limitations on actions, assignment restrictions, and any rights or remedies accrued before termination or expiration.

26. ELECTRONIC SIGNATURES; COUNTERPARTS. Any Sales Order, amendment, acknowledgment, or other writing required under these Terms may be executed electronically and in counterparts. Electronic signatures and electronic records shall have the same legal effect as original signatures and paper records.

27. DISTRIBUTORS AND DEALER SALES. Except as hereinafter provided, these Terms are written for direct sales by Thursday Poles to customers as the Buyer. To the extent the Sales Order of Goods is to a distributor or dealer ("Distributor"), these Terms are applicable solely between Thursday Poles and the Distributor, except that the Limited Warranty in Section 8 is transferrable by the Distributor to the end-user customer ("End User"), provided that:

    a. The Distributor's sale of the Goods to the End User occurs within one (1) year after shipment of the Goods by Thursday Poles;
    b. The Distributor provides written notice to Thursday Poles identifying the End User and the project location;
    c. The End User executes and delivers to Thursday Poles the following warranty disclaimer acknowledgment:

        "The End User has received or has been provided access to Thursday Poles' Terms and Conditions." The End User accepts and agrees to be bound by all provisions applicable to warranty claims, warranty limitations, disclaimers, exclusive remedies, limitations of liability, arbitration provisions, venue provisions, and limitations periods contained therein. The sole warranties applicable to the Goods are those expressly set forth in Section 8 of the Terms and Conditions. Except as expressly provided in those Terms and Conditions, Thursday Poles disclaims all other warranties, express or implied. The End User understands that Thursday Poles' liability is limited as

provided in the Terms and Conditions and that Thursday Poles shall not be liable for consequential, incidental, indirect, special, exemplary, or punitive damages."; and

d. All conditions to warranty coverage set forth in Section 8 are otherwise satisfied.

For Goods sold by a Distributor and for which the warranty is validly transferred to an End User in accordance with this Section 27, the applicable warranty period shall commence upon the End User's receipt of the Goods from the Distributor and shall continue for five (5) years thereafter; provided, however, that the Distributor's sale and delivery of the Goods to the End User must occur within one (1) year after shipment of the Goods by Thursday Poles. Except as expressly provided in this paragraph, the warranty period shall not be extended, restarted, renewed, or tolled by any resale, transfer, storage, inventory holding period, or subsequent installation of the Goods. Upon satisfaction of the foregoing requirements, the End User shall be entitled to assert warranty claims directly against Thursday Poles under Section 9. As a condition to any transferred warranty rights, the End User shall be deemed a "Buyer" solely for purposes of Sections 2, 6, 7, 8, 9, 10, 11, 14, 15, 16, 17, and 18 of these Terms and shall be bound by all limitations, disclaimers, remedies, liability limitations, dispute resolution procedures, venue provisions, and contractual limitations periods contained therein. No warranty transfer shall occur unless and until all requirements of this Section are satisfied. The End User's rights against Thursday Poles shall be no greater than the rights of the Distributor from whom the Goods were purchased, and any defense, limitation, exclusion, disclaimer, or condition that Thursday Poles could assert against the Distributor may likewise be asserted against the End User.