



PROWOOD® CERTIFIED DEALER TERMS AND CONDITIONS

SECTION 1. GENERAL

These Terms and Conditions (“Terms”) apply to all ProWood, LLC (“ProWood”) Certified Dealers (“Dealer” or “You”) enrolled in the Certified Dealer program (“Program”). ProWood reserves the right to accept or reject, in its sole discretion, any application for enrollment.

PLEASE READ THE TERMS CAREFULLY. BY ENROLLING IN THE PROGRAM, YOU ACKNOWLEDGE AND REPRESENT THAT (A) YOU HAVE READ THESE TERMS, (B) UNDERSTAND THEM, (C) AGREE TO BE BOUND BY THEM, AND (D) YOU ARE AT LEAST 18 YEARS OLD. THE RIGHTS GRANTED TO YOU BY THESE TERMS WILL REMAIN IN FORCE FOR SO LONG AS YOU ARE ENROLLED IN THE PROGRAM.

SECTION 2. THE REBATE

The term of the Rebate is from January 1 - December 31 (the “Rebate Period”). Subject to Dealer’s compliance with these Terms, ProWood agrees to issue Dealer a rebate on the net amount of purchases from ProWood during the Rebate Period (the “Rebate”). The Rebate will be calculated annually upon the close of ProWood’s fiscal period and in accordance with the terms, conditions, and formula set forth on the ProWood, LLC website [here](#). The Rebate shall be calculated as the total amount due, and may be less any corresponding credits or returns, applicable discounts, and freight charges.

The Rebate will become due and payable only if Dealer: (i) is current, in good standing, and has no amounts past due with ProWood; (ii) properly registers for the Program each Rebate Period; (iii) remains a member of the Program at the time the Rebate is to be paid; and (iv) is in strict compliance with these Terms. Moreover, failure to pay any ProWood invoice within stated payment terms shall result in a loss of Rebate eligibility for that invoice. To the extent that Dealer owes ProWood any amount when the Rebate becomes due and payable, then ProWood, in its sole discretion, will have a right to setoff the Rebate owed against any such amounts owed to ProWood.

SECTION 3. TERMINATION

The Rebate shall terminate every year on December 31 and will not automatically renew. Additionally, ProWood may terminate Dealer’s status in the Program, for any reason, at any time, without penalty or liability, by providing written notice to Dealer. Upon receipt of notice from ProWood of such termination, all obligations under the Program shall automatically and immediately cease and terminate, except: (a) obligations accruing prior to the date of the termination; or (b) any obligations which survive the termination of the Program pursuant to their own terms or which are necessary for a reasonable interpretation of these Terms post-termination. The termination rights set forth in this Section shall be in addition to any other right or remedy either party may have at law or in equity.

SECTION 4. INDEMNIFICATION

To the maximum extent allowed by law, Dealer shall indemnify, defend and hold harmless ProWood and its directors, officers, employees, and agents (collectively, “Indemnitees”), from and against any and all third party claims or allegations, losses, damages, suits, fees, judgments, costs and expenses (collectively, “Claim”), including reasonable attorneys’ fees and expenses incurred in responding to such Claim, arising out of Dealer’s: (a) negligence, including any recklessness or willful misconduct, in connection with the Program; (b) acts or omissions which cause any personal injury (including death) or damage to property; (c) breach or non-fulfillment of any warranty, covenant, representation, or other obligation set forth in these Terms; (d) violation or failure to comply with any law; or (e) infringement of any patent, copyright, trade secret, trademark, or other intellectual property right.

SECTION 5. CONFIDENTIALITY

“Confidential Information” means trade secrets, pricing and cost information, customer identities and lists, supplier identities and lists, marketing and sales strategies and methods, manufacturing processes, know-how, and other information not generally known relating to ProWood’s business. Dealer acknowledges and understands that ProWood expends substantial time, effort, and financial resources in developing its Confidential Information, and that serious and irreparable damage could result to ProWood if Confidential Information were disclosed to or used on behalf of a competitor or other third parties. Dealer promises not to disclose to any person or entity or use, directly or indirectly, either during or after the term of the Program, any Confidential Information, except with the written consent of ProWood or as required by Dealer’s duties. Upon the earlier of ProWood’s request or the expiration or termination of the Program, Dealer shall immediately turn over to ProWood, and not keep or deliver to any other person (or destroy if it cannot be returned), all Confidential Information of ProWood. Dealer will be responsible to ProWood for any breach of this Section by its employees. These obligations of nondisclosure and nonuse shall continue until that Confidential Information becomes generally known to the public without participation on the part of Dealer.

SECTION 6. MODIFICATIONS TO TERMS

ProWood may change these Terms, or the terms of the Program, at any time without notice. Any such changes will become effective upon posting. If You object to any such changes, Your sole recourse shall be disenrollment from the Program. Continued use of the Program following posting of any such changes will indicate Dealer’s acknowledgement and agreement to be bound by the revised Terms, inclusive of such changes.

SECTION 7. MISCELLANEOUS PROVISIONS

Dealer shall not be the employee, servant, agent, partner, or joint venture of ProWood, or any of its parents, affiliates, subsidiaries, officers, directors, or employees. Dealer has no authority to assume or create any obligation or liability, express or implied, on ProWood’s behalf or in its name or to bind ProWood in any manner whatsoever. These Terms shall be governed, construed, interpreted, and enforced in accordance with the domestic laws of the State of Michigan, without regard to its conflict of laws principles. Any and all actions concerning any dispute arising under these Terms shall be filed and maintained in the Circuit

Court of Kent County, Michigan or the Federal District Court for the Western District of Michigan. Should any dispute arise which requires resolution by litigation, whether by mediation, arbitration or by a court proceeding, the prevailing party shall be reimbursed by the losing party all of its reasonable costs of litigation and enforcement including reasonable attorneys' fees. These Terms cannot be amended, altered, or modified, and no provision set forth herein shall be waived, unless done so in a writing, signed by a duly authorized representative of the party against whom such modification is sought to be enforced. A waiver by either party of any breach or failure to comply with any provision of these Terms by the other party shall not be construed as or constitute a continuing waiver of such provision or a waiver of any other breach or failure to comply with any other provision set forth herein. The invalidity, illegality or unenforceability of any provision of these Terms shall not affect the validity, legality or enforceability of any other provision set forth herein, or of these Terms as a whole. If any provision or any portion thereof is stricken from these Terms, then all remaining provisions, and all remaining portions of any altered provision, shall remain valid and enforceable to the extent that they do not deviate from intent of the stricken or altered provision. These Terms constitute the entire agreement between the parties with respect to the subject matter set forth herein. These Terms may not be changed or superseded by any different or additional terms. ProWood hereby objects to and rejects any such additional or different terms provided by Dealer. Additional or different terms shall only apply if an officer of ProWood approves the additional or different terms in a signed writing expressing the officer's intent to bind ProWood to the additional or different terms.