

DO NOT MAIL CHECKS TO THIS ADDRESS
CHECKS NOT ACCEPTED

Proflow Permeable Pavers Global Inc.

16192 Coastal Highway, Lewes,

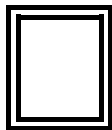
DE 19958

Phone: 888-501-0678

www.proflowpavers.com



Payment Instructions For Bank Wire Only:



I will send a domestic wire transfer:

Beneficiary: Proflow Permeable Pavers
Global Inc.
16192 Coastal Highway, Lewes, DE 19958
Citibank

Beneficiary Account: 1255809578

Routing Number: 221172610

Note on final payment

All final payments are due 7-10 business days prior to shipment while shipping arrangements are being organized.



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Shipping, Handling & Insurance

Proflow Permeable Pavers Global Inc. ships materials FOB one or more of our plants/warehouses. The material is considered "shipped" and ownership passes from Proflow Permeable Pavers Global Inc. to Purchaser when the materials are:

- Released to a Common Carrier, or
- Picked up by Purchaser or Purchaser's agent directly from one of our plants/warehouses, or
- Shipped to Proflow Permeable Pavers Global Inc. "Ship to Storage" (see separate Storage and Insurance Agreement below).

In the event there is any shipping damage, first note the exception on the Delivery Receipt and do NOT sign for it as "Clear". Proflow Permeable Pavers Global Inc. has no recourse to the shipper and any damage will be the responsibility of the Purchaser.

In the case of international shipments Shipping, Handling & Insurance fees do NOT cover any import or custom duties levied upon Purchaser's import of these materials.

Please note that if the Ship To address on your signed Materials Bid is incorrect and the material needs to be delivered to a different address, additional charges will be billed to the Purchaser and a delay in Purchaser's receipt of the material will almost certainly result.

Partial Shipments

Although Proflow Permeable Pavers Global Inc. ships most orders as a single shipment, on occasion Proflow Permeable Pavers Global Inc. makes partial shipments. In such cases, each partial shipment is considered a shipment in its own right (for purposes of payment needed seven business days - ten in the case of international shipments - prior to shipping, 7 day material acceptance period, etc.). In the event partial shipments are made for the Purchaser's convenience (and were not anticipated in the Materials Bid), additional Shipping, Handling & Insurance fees will apply and will be billed to the Purchaser.

Packaging

Packaging methodology is dependent on the type and quantity of materials as well as the shipping method. Here are a few guidelines:

- Shipments originating in the United States typically require a forklift for unloading.
- Direct international shipments by container to you typically are NOT palletized (so as to conserve shipping and other costs) and therefore usually require hand unloading

Material Acceptance

Please thoroughly inspect the material immediately upon its arrival. From the date the material arrives, Purchaser has seven days to inform Proflow Permeable Pavers Global Inc. of any discrepancy between the specifications of the material received and the specifications as shown on the Materials Bid. In the event Purchaser feels the material does not conform to specifications:

- Purchaser must, within this 7-day inspection period, notify Proflow Permeable Pavers Global Inc. by email (please send sales@blipro.com) of any discrepancy.
 1. Please clearly explain in what way(s) the material does not conform to the specifications
 2. Please include pictures illustrating the problem
 3. Please refrain from installing, finishing, or in any way whatsoever altering the material as Proflow Permeable Pavers Global Inc. cannot accept any returns once the material has been altered
- Proflow Permeable Pavers Global Inc. Customer Service will promptly contact you in order to resolve the issue.
- If Proflow Permeable Pavers Global Inc. finds that the material shipped does not match the Materials Bid, Proflow Permeable Pavers Global Inc. may at its option:
 1. Replace or remill the non-conforming material (Purchaser will be asked to return the non-conforming material to Proflow Permeable Pavers Global Inc. with shipping paid by Proflow Permeable Pavers Global Inc.), or
 2. Credit Purchaser for the non-conforming material once received back at Proflow Permeable Pavers Global Inc. in a condition deemed acceptable to Proflow Permeable Pavers Global Inc. (Purchaser will be asked to return the non-conforming material to Proflow Permeable Pavers Global Inc. with shipping paid by Proflow Permeable Pavers Global Inc.).
- Note that Proflow Permeable Pavers Global Inc. is not able to accept return of material that conforms to the specifications of the Materials Bid.

Installation of Material

Proflow Permeable Pavers Global Inc. cannot and does not take any responsibility for installation issues or problems resulting from installation of any Proflow Permeable Pavers Global Inc. materials. This means that Purchaser accepts full responsibility for such issues which can include, amongst other issues, lost labor, removal labor, reinstallation labor and/or cost of wasted materials for any and all reasons including, but not limited to the following:

- Failure to properly inspect and reject material prior to installation.

Add-Ons

In the event Purchaser, having already received material from Proflow Permeable Pavers Global Inc. finds that the quantity is not sufficient to complete the installation:

- Such shortfall is the Purchaser's responsibility and not Proflow Permeable Pavers Global Inc..
- In the event Purchaser wishes to purchase additional "Add-On" material from Proflow Permeable Pavers Global Inc. to complete the installation, please know that Proflow Permeable Pavers Global Inc. CANNOT assure Purchaser that Add-On material will blend in or look identical to the original material. Additionally, because of the need for extra set-up and other expenses on what may well be a small amount of Add-On material, the price per unit of the Add-On material may well be significantly higher than the original price. Additionally, standard lead-times will typically apply. For the above and other reasons, Purchaser is urged to initially order sufficient material - with a good allowance for waste - to avoid the need for Add-On material.

Modifications

Please note that no one other than the CEO of Proflow Permeable Pavers Global Inc. is authorized to modify or amend this Materials Bid or make additional oral or written agreements or promises.

Resolution of Disputes

If a dispute arises regarding any sale between Purchaser and Proflow Permeable Pavers Global Inc., the dispute shall be settled using licensed arbitration within Lewes, Delaware. The cost of the arbitrator shall be born equally by Purchaser and by Proflow Permeable Pavers Global Inc., but any other costs or expenses associated with arbitration shall be the sole responsibility of the individual or entity incurring the cost or expense.

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Storage & Insurance agreement.

As a service to you, Proflow Permeable Pavers Global Inc. will store and insure your Proflow Permeable Pavers Global Inc. materials for up to 6 months under the following terms and conditions:

Storage and Identification

Your Proflow Permeable Pavers Global Inc. materials will be stored directly on Proflow Permeable Pavers Global Inc. premises or in a similarly controlled storage space as determined by Proflow Permeable Pavers Global Inc.. Your materials will be clearly marked with identifying information.

Ownership

At the time Purchaser's materials are placed in storage, ownership passes to Purchaser and the materials become Purchaser's sole property.

Insurance and Safe Keeping

Proflow Permeable Pavers Global Inc. will take all reasonable precautions to keep Purchaser's materials safe from loss or damage. Purchaser's materials will be insured for the full purchase price paid for the materials, but such insurance is not to be construed as Proflow Permeable Pavers Global Inc. retaining any ownership over said materials.

Liability

In the event of loss or damage, Proflow Permeable Pavers Global Inc. will not be liable for any loss of profit, special, indirect, consequential, or other damages whatsoever.

Release of Materials

Upon proper authorization, Purchaser's materials will be released for shipment, provided that Purchaser has paid in full any remaining charges on Purchaser's account, including storage fees and all Shipping, Handling & Insurance fees.

Billing

Proflow Permeable Pavers Global Inc. requests that Purchaser pays any storage and insurance fees remaining on Purchaser's account. By wire transfer, please let Proflow Permeable Pavers Global Inc. know ahead of time.

Storage and Insurance Fees

- Materials worth less than \$25,000; \$150 per month or portion thereof
- Materials worth \$25,000 to \$50,000; \$250 per month or portion thereof
- Materials worth more than \$50,000; one-half of 1% of the purchase price per month or portion thereof (e.g. \$250,000 worth of materials incurs storage charges of \$1,250 per month)
- Minimum charge is for 3 months and will be charged when materials are first shipped to storage. Subsequent months will be automatically billed to Purchaser's credit card on file at the beginning of each month.

Abandonment

If Purchaser's materials remain in storage for more than 6 months, Proflow Permeable Pavers Global Inc. will make every effort to establish contact to arrange shipment or to extend this Storage and Insurance Agreement. If, after good-faith efforts to contact Purchaser, we are unsuccessful and provided that it has been at least 6 months since Proflow Permeable Pavers Global Inc. shipped said materials to storage, Proflow Permeable Pavers Global Inc. reserves the right to dispose of Purchaser's materials without any remuneration to Purchaser.

Force Majeure

Proflow Permeable Pavers Global Inc. shall not be responsible for cancellation or delay in delivery or performance resulting, in whole or in part, from causes beyond its reasonable control, including, but not limited to Acts of God, your acts, strikes or other labor disturbances regardless of whether or not BLL is capable of settling such strike or disturbance; facility conditions; temporary permanent facility closures; equipment failure; inability to obtain fuel, material, or parts, war, acts of terrorism, sabotage; riot; delay transportation; repairs to equipment; natural disasters; permanent facility closures; epidemics; floods; fires; action of governmental authorities (valid or invalid) severe weather conditions; accidents; explosions; failure of or inability obtain power, raw materials, suppliers, labor, equipment or transportation; a court or administrative injunction or order,; or any other contingency the nonoccurrence of which was a basic assumption on which this Agreement was made.

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Sales Agreement

This Sales Agreement sets forth the terms and conditions under which Proflow Permeable Pavers Global Inc. materials are

purchased.

Material Specifications and Take-Offs

Proflow Permeable Pavers Global Inc. wants material orders to be exactly correct as per Purchaser's requirements. Therefore, please be sure to verify all material specifications and take-offs including dimensions, grade, quantity, etc. Proflow Permeable Pavers Global Inc. does not take responsibility for the accuracy of this quotation in regards to Purchaser's specifications, grade, quantities, etc.

Imperial (English) and Metric Measurements

Proflow Permeable Pavers Global Inc. materials are milled either to imperial (English) dimensions or to metric dimensions. Materials milled to metric dimensions are typically quoted on our Materials Bid in both imperial (English) and metric with metric being the overriding dimension.

Material Variability and Samples

Black Locust wood is a natural material. Unlike many industrially manufactured goods, Proflow Permeable Pavers Global Inc. materials typically show unique intrinsic character which adds to the beauty of our woods. This character may include, amongst other things, a variety of colors, knots, texture, grain patterns, surface checking, oxide staining, as well as holes from insects, nails and bolts.

Proflow Permeable Pavers Global Inc. samples will be substantially similar to the materials Purchaser receives. However, due to the nature of wood in general and Black Locust wood in particular, samples typically CANNOT contain all the variations that will be present in the final material.

Order Placement, Lead Times and Expedite Fees

An order is considered placed with Proflow Permeable Pavers Global Inc. once both the signed Materials Bid and Deposit are received by Proflow Permeable Pavers Global Inc.. Additionally, Proflow Permeable Pavers Global Inc. may choose to consider the order placed upon receipt of ONE or more of the following:

- Signed Materials Bid
- Purchaser's Purchase Order
- Deposit

The Materials Bid then in effect will be the controlling document for any order placed with Proflow Permeable Pavers Global Inc. regardless of whether or not a signed Materials Bid has been received by Proflow Permeable Pavers Global Inc.. Please note that once an order is placed, it is not cancellable by Purchaser. However, due to the nature of the wood (limited material supply, etc.) amongst other things, Proflow Permeable Pavers Global Inc. may elect not to accept an order or to cancel an already placed order.

Any lead times indicated on the Materials Bid are thoughtful estimates of the time it will take Proflow Permeable Pavers Global Inc. to prepare your order prior to shipment, but needs to be further confirmed to Purchaser as follows:

- Typically, within 48 hours of order placement, Proflow Permeable Pavers Global Inc. will email Purchaser an Order Acknowledgment confirming the order or declining to accept the order
- If Purchaser requires Proflow Permeable Pavers Global Inc. material sooner than the estimated ship date, please contact your Proflow Permeable Pavers Global Inc. Account Manager to see whether the order can be expedited. Expedite fees typically range from 15-30%.

Payment Terms

Payment terms are as follows

- Orders of less than \$3,500 (aggregate of Materials, Taxes, and Shipping, Handling & Insurance) are payable 100% at the time of order. These orders are payable by check, wire transfer or by credit card.

- o Orders expected to ship within two weeks are payable 100% at the time of order.

- o Orders NOT shipping within two weeks are payable 50% at the time of order with the balance due 7 business days prior to shipment (ten business days prior to shipment if shipment is international). If final payment is received by Proflow Permeable Pavers Global Inc. less than five days prior to the scheduled ship date, the shipment will likely be delayed. Palatalization fees TBD for complexity of the project.

- In the event (i) Purchaser decides that it no longer wishes to receive the materials it ordered and provides Proflow Permeable Pavers Global Inc. with notice of such prior to tendering final payment, or (ii) final payment is not received by Proflow Permeable Pavers Global Inc. within 30 days of its scheduled due date, Purchaser shall be responsible for and pay Proflow Permeable Pavers Global Inc. 80% of the aggregate of Materials, Taxes, and Shipping, Handling and Insurance (the "Materials Bid Amount") as liquidated damages. The parties agree that quantifying losses arising from Purchaser's decision or delay under this paragraph is inherently difficult insofar as such may impact Proflow Permeable Pavers Global Inc. ability to resell the materials or require it to store the materials for an extended period of time, and further stipulate that the agreed upon sum is not a penalty, but rather a reasonable measure of damages, based upon Proflow Permeable Pavers Global Inc. experience in the wood industry and given the nature of the losses that may result from such a decision or delay. Purchaser understands and agrees that its decision or delay under this paragraph will allow Proflow Permeable Pavers Global Inc. to retain the deposit held by it, demand and collect any further amounts needed to realize 80% of the Materials Bid Amount, and dispose of the materials Purchaser ordered as it sees fit without remuneration to the Purchaser. Purchaser also understands and agrees that collection of liquidated damages is not subject to the 'Resolution of Disputes' paragraph contained herein.

- The foregoing liquidated damages paragraph shall only apply in those situations where 100% of the Materials Bid Amount has not already been received by Proflow Permeable Pavers Global Inc. –



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• Please note that any additional taxes including local/regional taxes are the responsibility of the Purchaser.

PLEASE REVIEW YOUR ATTACHED INVOICE FOR ALL PRODUCT INFORMATION (DIMENSIONS, QUANTITY AND PRICING.) PLEASE SIGN BOTH YOUR MATERIALS BID (TERMS AND CONDITIONS) BELOW AND YOUR INVOICE ATTACHED.

THANK YOU,
TEAM BLL

Customer Notes:

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In signing this Materials Bid (Terms and Conditions) Purchaser agrees to purchase material as specified attached on your invoice and at the prices quoted herein, subject to Proflow Permeable Pavers Global Inc. Sales Agreement, Proflow Permeable Pavers Global Inc. storage & Insurance Agreement both of which are found below. Once Proflow Permeable Pavers Global Inc. considers the order placed (usually upon receipt of the signed Materials Bid, Signed Invoice and Deposit), Purchaser understands that a legally binding agreement exists between Purchaser and Proflow Permeable Pavers Global Inc..

Customer Signature:	Date:
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PLEASE INDICATE YOUR INVOICE #:

2023.04.18.