

USG PURCHASE ORDER - TERMS AND CONDITIONS

All purchase orders (the "Agreement") issued by USG Corporation, United States Gypsum Company, or USG Interiors, Inc. and any of their direct or indirect subsidiaries adopting these terms and conditions on the face of the purchase order, are made expressly subject to these additional terms and conditions:

1. Specifications. All specifications, drawings and data submitted to Seller by Buyer in connection with this Agreement are hereby incorporated herein and made a part hereof.

2. Confidentiality. Each party acknowledges that its respective performance of its obligations hereunder may require that it have access to confidential business and proprietary information of the other. Each party agrees on behalf of itself and its officers, directors, employees and agents to use its/their best efforts to prevent either duplication or disclosure of data, plans, specifications, formulae, drawing or any other information whether business or technical, of a confidential nature, which has been furnished directly or in directly, in writing or otherwise to the other.

"Confidential information" shall include such information as would be apparent to a reasonable person, familiar with the disclosing party's business and the industry in which it operates, that such information is of a confidential or proprietary nature and that maintenance of its confidentiality would likely be of commercial value to the disclosing party.

"Confidential information" shall not include information that is in the public domain prior to its disclosure, becomes part of the public domain through no wrongful act of the receiving party, was in the lawful possession of the receiving party prior to its disclosure to the receiving party or was independently developed by the receiving party.

3. Warranty. Seller warrants to Buyer, Buyer's customers and users of the products manufactured by Buyer incorporating the goods herein described, that:

(a) It has good title to any and all goods supplied hereunder, and said goods will be free and clear of any and all liens and encumbrances.

(b) Any and all goods supplied hereunder will be of merchantable quality.

(c) Any and all goods supplied hereunder shall be fit for the particular use intended, free from defects, whether patent or latent, in material and workmanship, and shall conform to all contract specifications and requirements.

(d) Seller shall, in the performance of its obligations hereunder, comply with all, and shall not violate any, applicable federal, state, and local laws and governmental regulations and orders.

(e) The foregoing warranties shall survive acceptance of the goods by Buyer and shall be in addition to any warranties of additional scope given to Buyer by Seller.

4. Title and Risk of Loss. Title to the goods and risk of loss thereof, or damage thereto, shall pass to Buyer upon delivery to Buyer. All goods shall be received by Buyer subject to its right of inspection and rejection. Buyer shall be allowed a reasonable period of time to inspect

the goods and to notify Seller of any non-conformance with the terms and conditions of this Agreement. Buyer may reject any goods which do not conform to the terms and conditions of this order. Goods so rejected may be returned to Seller or held by Buyer for pick-up by Seller, all at Seller's expense.

5. Transportation. No charge will be made to Buyer for storage or packing unless specified. Carrier and route used must result in lowest rate possible consistent with service rendered except when otherwise specified by Buyer, and penalties or increased charges due to failure to do so will be charged to Seller. Shipping instructions, if any, are made part of this Agreement.

6. Indemnification. Seller shall defend, indemnify and save harmless Buyer, its officers, directors, successors, assigns, employees, agents, customers and users of its products incorporating the goods herein, of and from any claim, loss, damage or expense (including reasonable attorney's fees), including any incidental or consequential damages, directly or indirectly arising out of

(a) Any infringement or claim of infringement of any letters patent or trade secrets by reason of the use or sale of goods purchased hereunder, excepting unpatented staple articles of commerce and goods manufactured in accordance with Buyer's design;

(b) Injury to persons or property by reason of any defects in the goods, or breach by Seller of any of its warranties, or Seller's failure timely to deliver the goods purchased hereunder; or

(c) Any noncompliance or violation of law as provided in paragraph 3(d), above.

Seller shall at its own expense, if so requested by Buyer, defend all claims, proceedings or suits against Buyer, its successors, assigns, employees, customers and users of its products, in which any of the aforesaid claims are alleged, provided Seller is duly notified of such claims, proceedings or suits. If, in any such suit, said goods are held to constitute an infringement of any letters patent or trade secrets and use thereof is enjoined, Seller shall, at Buyer's election, either (1) procure for Buyer the right to continue using the goods, or (2) replace the same with noninfringing apparatus, or (3) modify the same so that it becomes noninfringing.

7. Ownership. Data, drawings, specifications or other technical information furnished directly or indirectly, in writing or otherwise, to Seller by Buyer pursuant to this Agreement shall in no event become the property of Seller and shall be used only in fulfilling the obligations imposed by this Agreement and for no other purpose and shall not be duplicated or disclosed to others. Such furnishing of data, drawings, specifications, or technical information shall not be construed as granting any rights whatsoever, express or implied, under any patents of Buyer.

8. Price. Seller will give Buyer the benefit of any price reductions available or in effect at the actual time of shipment.

9. Changes. Buyer reserves the right at any time to make changes in the following:

(a) specifications, drawings and data incorporated in this order where the goods to be furnished are to be specially manufactured for Buyer; (b) methods of shipment or packing; (c) place of delivery; and (d) time of delivery. If any such change causes an increase or decrease in the cost of or the time required for performance of this Agreement, an equitable adjustment shall

be made in the purchase price or delivery schedule, or both. If the parties cannot agree to such price or time adjustment within ten (10) business days (or such other time as may then be agreeable to both parties), of Seller's receipt of Buyer's request for a change, either party may terminate this Agreement upon five(5) business days prior notice to the other. Any changes, if agreeable to Buyer, whether initiated by Seller or Buyer, shall be denominated as a "revision" to this Agreement. Only Buyer shall issue revisions and, if issued, shall be numbered serially, and each such revision shall be further subject to these terms and conditions.

10. Termination. Buyer may at any time terminate this Agreement, in whole or in part, upon one business day's prior notice to Seller. If this contract is terminated by Buyer for any reason other than for breach by Seller, any Seller must notify Buyer of any claim resulting from Buyer's termination within ninety (90) days of the effective date of termination. Such claim shall be settled on the basis of the reasonable costs Seller has incurred in the performance of this contract prior to receipt of Buyer's notice of termination.

11. Conflict Minerals and Human Trafficking. Seller shall report with any proposal to Buyer, and in connection with the delivery of any products or parts to Buyer, the existence of any "conflict minerals" (tantalum, tin, tungsten and gold) in any products to be provided under this Agreement. The Seller must identify the country of origin of any conflict minerals, whether the conflict minerals came from scrap or recycled sources, and whether the conflict minerals came from a "Covered Country", which is Angola, Burundi, Central African Republic, the Republic of the Congo, Rwanda, South Sudan, Tanzania, Uganda and Zambia. If the conflict minerals originate from the Covered Countries, they must not directly or indirectly finance armed groups, and the Seller must explain its process for determining and verifying this information. If there are any changes to Seller's supply base in regard to the products Seller supplies to Buyer that affect Seller's certification, Seller is required to send an amended certification to Buyer. Buyer reserves the right to request any additional information on conflict minerals associated with the product(s) Seller supplies to Buyer and Seller will make good faith efforts to provide the requested information. In addition, Seller agrees to maintain records reviewable by Buyer to support its certifications and acknowledges that Buyer may utilize and disclose the information in this certification in order to satisfy its disclosure obligations. Seller warrants that the products or goods supplied to Buyer have been produced in compliance with the laws regarding slavery, child labor, or other human trafficking in the countries where those products or goods were produced or originated, and that none of the products or goods were produced using slavery or human trafficking. This warranty applies both to the products or goods supplied to Buyer and the materials incorporated into those products or goods.

12. Non-Waiver. The failure by either party to pursue any remedy hereunder shall not constitute a waiver on its part to pursue such remedy with respect to the same or similar breach.

13. Entire Agreement. This Agreement constitutes the entire Agreement between the parties with respect to the subject matter hereof and supersedes and replaces all prior Agreements, understandings, and representations, whether written or oral.

14. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Illinois without regard to the conflicts provisions thereof. Venue shall be proper in the state courts of Cook County or the federal district court for the Northern District of Illinois.

15. Severability. If any provision of this Agreement shall be held invalid or unenforceable to any extent, the remainder of the Agreement shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

16. Relationship of the Parties. The relationship of the parties is solely that of buyer and seller and nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or employment relationship.

17. Agreement to Govern. Any purchases by Buyer hereunder shall be governed by this Agreement and this Agreement shall prevail over any contrary or inconsistent terms contained in any order, estimate, shipment or invoicing document of either party, unless expressly incorporated herein on the face of this Agreement.

18. Assignment. Neither party may assign this Agreement in whole or in part without the prior written consent of the other, which consent shall not be unreasonably withheld.

19. Force Majeure. Performance by either party hereunder shall be excused in the event and for the period of time that such party is unable to perform its obligations because of strikes or other labor difficulties, labor shortage, fire, flood, war, breakdowns, delays in or lack of transportation, governmental priorities or allocation, or any other cause beyond the reasonable control of such party.

20. Notices. Notices shall be sent by a nationally recognized overnight courier service to the addresses specified on the face hereof and shall be effective one day after dispatch.

21. Legal Effect. The parties acknowledge and agree that transmission of this Agreement or any revision thereof by fax which contains a typed name of Buyer and or Buyer's logo shall satisfy the requirements of both a "writing" and a "signature" for purposes Ill. Rev. Code 2-201.

22. Payment Terms. USG Corporation and its' subsidiaries standard payment terms are Net 60 days from receipt of the invoice or receipt of the goods, whichever is later.

Rev. 4-21-2015