



VENDOR AGREEMENT

This **VENDOR AGREEMENT** (this “Agreement”) is entered into and effective as of _____, 20____, between **BUILDERS FIRSTSOURCE, INC.** (the “Buyer” or “BFS”), a Delaware corporation, as agent for, on behalf of and for the benefit of all its current and future subsidiaries _____ and _____ affiliates, _____ and _____ subsidiaries and affiliates (the “Seller”).

A listing of Buyer’s current subsidiaries and affiliates (collectively, “Subsidiaries”) is incorporated herein by reference and resides at the office of Buyer where a copy is available upon request. All references herein to Buyer or BFS shall include the Subsidiaries. Buyer may for the sake of convenience, but shall not be obligated to, update such listing from time to time by giving Seller notice of the update. Any such updated listings shall be treated as though they were included on this date of execution.

Seller wishes to sell or furnish all materials, products, articles, assemblies, items and any delivery services and/or installation services in connection therewith and/or perform services for Buyer (the “Materials/Services”) that Buyer may order from time to time and that Seller agrees to furnish in compliance with the specifications and requirements of Buyer. Materials/Services may be sold by Buyer and/or installed into a residential, multifamily or commercial structure. To order Materials/Services, Buyer may issue a written or verbal purchase order or service request. To the extent any terms or conditions contained on any of Buyer’s or Seller’s invoices, purchase orders, electronic media or other documents conflict with or otherwise attempt to limit the terms of this Agreement, the terms of this Agreement shall govern.

In consideration of the mutual promises herein contained, the parties agree as follows:

1. Insurance. At all times while supplying Materials/Services and continuing until the expiration of the applicable statute of limitations and/or repose for any claim or claims, Seller will maintain for the benefit of itself and Buyer (and Buyer’s customer when requested) the following insurance coverages:

a. Commercial General Liability Insurance: consisting of (i) an Occurrence Form, (ii) a per occurrence and general aggregate limit of liability of not less than \$1,000,000 protecting against bodily injury, property damage and personal injury claims, including without limitation, claims within the products-completed operations hazard (with a separate products-completed operations aggregate limit of not less than \$1,000,000) and (iii) contractual liability coverage for the indemnity obligations set forth in this Agreement.

b. Business Automobile Liability Insurance: consisting of a \$500,000 combined single limit for bodily injury or property damage.

c. Workers’ Compensation and Employer’s Liability Insurance: consisting of (i) Workers’ Compensation benefits as required by applicable statute and (ii) Employer’s Liability with limits of liability of not less than (A) bodily injury by accident, \$500,000 each accident, (B) bodily injury by disease, \$500,000 each employee and (C) bodily injury by disease, \$500,000 policy limit.

d. Excess Liability: consisting of a per occurrence and general aggregate limit of liability of not less than \$5,000,000.

e. Additional Insured: Seller shall add Buyer as an additional insured on the Commercial General Liability and Business Automobile Liability policies to the full extent of the actual limits of Seller’s coverage even if such actual limits exceed the minimum limits required by this Agreement. Such

additional insured status shall include coverage for ongoing operations and products-completed operations and shall remain in effect until the expiration of the applicable statute of limitations and/or repose. The insurance coverage afforded to Buyer as an additional insured shall be primary and non-contributory. Seller shall supply a certificate of insurance evidencing the coverage required by this Agreement along with a copy of the additional insured endorsement. Seller will make copies of the required insurance policies available upon request of Buyer. Failure on the part of Buyer to request a certificate of insurance and/or additional insured endorsement shall have no effect upon the requirement to maintain the coverages required herein.

f. Waiver of Subrogation: All insurance coverages required herein shall include a waiver of subrogation in favor of the Buyer.

2. INDEMNITY. TO THE FULLEST EXTENT ALLOWED BY LAW, SELLER SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS BUYER AND EACH OF ITS DIRECTORS, OFFICERS, MEMBERS, MANAGERS, PARTNERS, EMPLOYEES, AGENTS AND REPRESENTATIVES (COLLECTIVELY, THE "INDEMNITEES") FROM AND AGAINST ANY AND ALL CLAIMS ARISING OUT OF THE MATERIALS/SERVICES. SELLER'S INDEMNITY OBLIGATIONS SHALL NOT EXTEND TO CLAIMS RESULTING FROM THE NEGLIGENCE OR WILLFUL MISCONDUCT OF BUYER. BUYER'S INSURANCE REQUIREMENTS TO WHICH SELLER IS SUBJECT UNDER THIS AGREEMENT ARE SEPARATE AND DISTINCT FROM THE REQUIREMENT OF INDEMNIFICATION HEREUNDER. SELLER'S DEFENSE AND INDEMNITY OBLIGATIONS HEREUNDER SHALL SURVIVE TERMINATION OF THIS AGREEMENT AND WILL CONTINUE UNTIL IT IS FINALLY DETERMINED THAT ANY CLAIM OR CLAIMS ARE BARRED BY THE APPLICABLE STATUTE OF LIMITATIONS AND/OR REPOSE.

3. Warranty. Seller may offer or publish certain written warranties that may contain certain exclusions. Those written warranties together with any exclusions thereunder are independent from all other obligations of Seller under this Agreement and shall not limit Seller's obligations to Buyer whatsoever. Notwithstanding anything in this Agreement to the contrary, Seller warrants, represents and guarantees the following:

a. All materials and products conform and comply with all applicable laws, including but not limited to, the Lacey Act; Consumer Product Safety Act; Magnuson-Moss Warranty Act; Federal Trade Commission Improvement Act; Fair Packaging and Labeling Act; Federal Hazardous Substances Act; all Federal Trade Commission Rules and Regulations and the standards of Underwriters Laboratories, Inc. (including all language requirements) or other such testing laboratory approved by Buyer.

b. All materials and products supplied pursuant to this Agreement do not infringe upon any actual or alleged patent, design, trade name, trade dress, trademark, copyright, trade secret or any right or entitlement of a third party.

c. All prices and other terms and conditions of sale, including without limitation, the terms on which all promotional and advertising materials are furnished by Seller to Buyer and all weights, measures, legends, guarantees, warranties, labels, packaging, instructions and warnings furnished in connection therewith comply with all applicable laws.

d. Seller agrees to provide to Buyer Safety Data Sheets ("SDS") for each product or SKU that has chemical ingredients. This SDS shall be in the format and contain the content required by The Hazard Communication Standard, 29 CFR 1910.1200(g), as revised from time to time, and shall provide specific minimum information as detailed in Appendix D of 29 CFR 1910.1200. Safety Data Sheets shall be provided to Buyer prior to the first shipment of applicable materials and products. Seller's SDS shall be updated periodically as Seller's products are changed from time to time and communicated to Buyer concurrent with such changes. Seller will provide Buyer with any instructions or warnings for said products or goods as required by applicable law.

- e. All employees, agents or representatives of Seller performing services for Buyer are in compliance with the Immigration Reform and Control Act of 1986 (“IRCA”) and Seller will comply fully with the record keeping and other requirements of IRCA.
- f. Seller conducts its business in compliance with all applicable laws.

4. Term. This Agreement shall be for an initial term of three (3) years. Upon the expiration of such initial term or any renewal term, this Agreement shall automatically renew for subsequent one (1) year periods unless either party gives written notice to the other party that it is electing to terminate this Agreement before the end of the then current term. Such written notice of intent to terminate must be given at least sixty (60) days, but not more than one hundred twenty (120) days, prior to the end of the then current term. The provisions of Sections 1, 2 and 3 above shall survive termination of this Agreement.

5. Responsible Supply Chain Policy. Seller acknowledges receipt of and agrees to abide by the Builders FirstSource Responsible Supply Chain Policy. Seller agrees to source materials from socially responsible sources and to comply with Section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act. Seller agrees to provide details in writing to Buyer regarding the sourcing of materials in its supply chain annually or as often as requested by Buyer. Upon request, Seller will promptly identify (and certify, if requested) the origin, nature and/or method and supply chain of manufacture or production of any materials or products (or their components) supplied under this Agreement. Without limiting the foregoing, Seller must promptly identify, describe and certify as requested by Buyer and/or Buyer’s agent the origin, nature and/or method and supply chain of manufacture or production of materials or products manufactured with or that utilizes or contains any amount of cassiterite, columbite-tantalite, gold, wolframite, tin, tantalum or tungsten (collectively, the “Conflict Minerals”).

6. Recall. In the event the Consumer Product Safety Commission or other federal, state or local agency issues an order pursuant to any consumer protection law requiring either Buyer or Seller to recall, replace, repair or make refunds with respect to all or part of any products or materials, Seller shall do so at its expense (including, without limitation, reimbursements to Buyer for its expenses) in a reasonable manner.

7. Intellectual Property. Seller grants to Buyer a non-exclusive, world-wide, royalty-free right and license to use and display any product information, data, images and/or intellectual property pertaining to any of the Materials/Services Seller furnishes to Buyer.

8. Government Contracts. If Buyer advises Seller that products or goods are being sold by Seller to Buyer pursuant to a subcontract or general contract for a United States Federal Government Contract, to which the terms and conditions of the Federal Acquisition Regulations (“FAR”) apply, Seller agrees to comply with all flow-through clauses of the FAR required under such contract.

9. Other. This Agreement embodies the entire agreement between the parties and supersedes all prior agreements and understandings regarding the subject matter covered herein. This Agreement, the entire relationship of the parties hereto and any litigation between the parties (whether grounded in contract, tort, statute, law or equity) shall be governed by, construed in accordance with and interpreted pursuant to the laws of the State of Texas, without giving effect to its choice of laws principles. This Agreement may be amended or supplemented only by an instrument in writing executed by the party against whom enforcement is sought. Seller shall not assign this Agreement, any portion thereof or any money due or which may become due hereunder without the prior written consent of Buyer. Notwithstanding anything to the contrary contained herein, Buyer may assign this Agreement without the consent of Seller. No delay or failure by Buyer to exercise any right or remedy hereunder and no partial or single exercise of any such right or remedy will constitute a waiver of that or any other right or remedy. The duties and obligations imposed by this Agreement and rights and remedies available hereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law. The provisions of this Agreement shall be deemed independent and severable, and the invalidity or partial

invalidity of any provision or portion thereof shall not affect the validity or enforceability of any other provision or portion of this Agreement. It is the intent of the parties that any invalid provision herein be reformed to the extent necessary to make it enforceable to the maximum extent of the law. Seller warrants that the person signing this Agreement on behalf of the Seller is an officer of Seller with full authority to bind Seller and all of its subsidiaries and affiliates to this Agreement. In the event that the Subsidiaries are otherwise restricted from enforcing this Agreement for any reason, the parties agree and acknowledge that all Subsidiaries of Buyer shall be intended non-incident third party beneficiaries of this Agreement and shall have the power to enforce this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first written above.

SELLER:

By: _____

Name: _____

Title: _____

Subcontractor Social Security No. or
Federal I.D. No.

Address: _____

Telephone: _____

Fax: _____

**BUILDERS FIRSTSOURCE, INC., as
agent for its Subsidiaries**

By: _____

Name: _____

Title: _____

Address: 2001 Bryan Street, Suite 1600
Dallas, TX 75201

Tel: 214-880-3500

Fax: 214-880-3577