

TERMS OF USE

Last Updated 2-20-26

Use of this website and/or any pages of this site ("Site") is controlled by these Terms of Use. IF YOU DO NOT AGREE WITH THESE TERMS OF USE, YOU MAY NOT USE THE SITE. By using this Site, you are agreeing to these Terms of Use, whether or not you purchase a building or obtain financing for that purchase (the "Services").

- 1. OWNERSHIP OF SITE.** Atlantic Building Systems LLC d/b/a Armstrong Steel Corporation, a Delaware limited liability company ("Armstrong," "we," "us," "Company," or "our"), is the owner of this Site. By using this Site, you recognize and agree that all content, web pages, source code, calculations, products, materials, data, information, text, screen, functionality, services, design, layout, screen interfaces, "look and feel," and the operation of this website (collectively, "Site Content") are protected by various intellectual property laws, including, but not necessarily limited to, copyrights, trade secrets, trademarks, and service marks, and you are not acquiring any rights to any of the Site Content by downloading or viewing any such Site Content. By using this Site, you acknowledge and agree that Armstrong and all logos related to our products and Services are our trademarks or registered trademarks. You may not copy, imitate or use Armstrong's name or logos without Armstrong's prior written consent. Further, all page headers, custom graphics, button icons, and scripts are Armstrong's service marks, trademarks and/or trade dress. You may not copy, imitate, or use them without Armstrong's prior written consent.
- 2. ELIGIBILITY.** Only individuals who are over 18 years of age may use this Site. By using the Site, you are representing to Armstrong that you are 18 years old or older. You further agree that violating any of these Terms of Use, or any other agreement with us, entitles us to terminate your registration and/or prohibit you from using or accessing our Services or the Site.
- 3. COMMUNICATIONS.** By using this Site, you expressly consent to receive sales, marketing, and other calls and texts, including those sent by any automated system or other means for selecting and dialing telephone numbers, or using an artificial or prerecorded voice message when a connection is completed, from Armstrong and/or the companies it contacts on your behalf at the telephone number you have provided even if the telephone number is on a do-not-call list. Your agreement to receive such calls or messages is not a condition of purchasing goods or services from us or the companies we refer to you, as applicable. You hereby acknowledge and agree that you have provided us with your mobile telephone number during a transaction that, if consummated, will result in you owing a debt to Armstrong and/or to one of the lenders located for you, as applicable. You further acknowledge and agree that any phone number and/or address you provide is a phone number registered to you or which you have authorization to use, and not the phone number of any third party, such as a debt-relief agency or other individual or entity. Note that standard message and data rates may apply. If you want to know what information we have collected about you, request that we delete your information or to opt out of receiving marketing information by email, telephone, and/or text message, please email us at sean.a@armstrongsteel.com or call (800) 345-4610.
- 4. PRIVACY.** You hereby acknowledge and agree that Armstrong may process your personal information in the manner

described in the Armstrong [Privacy Policy](#).

5. **LENDER REQUESTS.** You acknowledge and agree that, if you have requested that Armstrong assist you with finding a lender willing to finance your building purchase, by submitting information through this Site, you are requesting that Armstrong share that information with its associated companies for the purpose of evaluating the possibility of financing your purchase of a pre-engineered metal building and related services, that Armstrong may share such information with those companies and that you may be contacted by Armstrong, one or more companies that find potential lenders and/or by one or more potential lenders. Submitting information through this Site is voluntary for the purposes of a preliminary qualification assessment only and is not a loan application or guarantee of credit approval. Final loan terms, such as the amount of the loan and rates, are subject to each lender's underwriting criteria, credit review and other criteria, and Armstrong cannot guarantee loan approval or acceptance into any particular loan program. You may be connected with potential lenders by using this Site. When you are submitting the information requested in order to be connected with a potential lender, you are confirming that the information is current, complete and accurate. You also are confirming that you will not, in connection with any Services or otherwise when using this Site, misrepresent your identity, or describe, present, or portray yourself as a person other than yourself. If any information you provide through using this Site is untrue, inaccurate, not current, or incomplete, we have the right to reject any request you have submitted, terminate any agreement we have with you, and restrict your future use of the Site and our Services. By using this site, you confirm you are residing in the United States of America at the time you provide the applicable information. Armstrong reserves the right to decline any request made through this Site. You agree that, if you are connected with a lender through our Site, you will not be requesting a loan for any illegal or illicit purpose. You acknowledge and agree that your loan request may not be funded. Armstrong will not pull your credit report based on the information that you provide through this Site. If a lender wishes to extend a formal loan offer to you, it will request your permission before accessing your credit report. You acknowledge and agree that Armstrong may not be able to connect you with a potential lender for reasons over which Armstrong has no control and that Armstrong shall not be held liable for any such failure. You also acknowledge and agree that, even if Armstrong does connect you with a potential lender, such lender may deny your loan application for reasons over which Armstrong has no control and that Armstrong shall not be held liable for any such rejection.

6. **PERMITTED USE.** You agree that:

- your use of this Site is subject to and governed by these Terms of Use;
- you will only access or use this Site if you are at least 18 years old;
- you will comply with and be bound by the Terms of Use in effect as they appear on this Site each time you access and use this Site;
- each use of this Site by you indicates and confirms your assent to and agreement to be bound by the Terms of Use in effect when using this Site; and
- these Terms of Use are a legally binding agreement between you and Armstrong that will be enforceable against you.

You agree that you will not use or attempt to use this Site for any purpose other than to be connected with a potential lender for your own individual purposes as a bona fide customer of Armstrong, and you may not use or attempt to use this Site or any part of this Site for any purpose:

- that interferes with or induces a breach of any contractual relationship between Armstrong and any of its employees;
 - that is in any way unlawful or prohibited, or that is harmful or destructive to any person or entity or any of their property;
 - that transmits any advertisements, solicitations, schemes, spam, flooding, or other unsolicited email or unsolicited commercial communications;
 - that transmits any harmful or disabling computer codes or viruses;
 - that harvests email addresses from this Site;
 - that transmits unsolicited email to this Site or to anyone whose email address includes this Site's domain name;
 - that interferes with our network services;
 - that attempts to gain unauthorized access to our network services;
 - that suggests an express or implied affiliation with Armstrong, its affiliates, or any associated lender without Armstrong's express written consent);
 - that impairs or limits our ability to operate this Site or any other person's ability to access and use this Site;
 - that uses any methods, means, or devices to click on to this Site or cause a visit to this Site for the purpose of manipulating the results of any Internet search engine, or for any other purpose other than conducting business relating to the purchase and/or financing of a pre-engineered metal building with Armstrong or its associated companies, as applicable, as a bona fide client of Armstrong or associated companies, as applicable;
 - that unlawfully impersonates or otherwise misrepresents your affiliation with any person or entity;
 - that harms minors in any way, including, but not limited to, transmitting or uploading content that violates child pornography laws, child sexual exploitation laws and/or laws prohibiting the depiction of minors engage in sexual conduct;
 - that transmits or uploads pornographic, violent, obscene, sexually explicit, discriminatory, hateful, threatening, abusive, defamatory, offensive, harassing, or otherwise objectionable content or images;
 - that harms, threatens, harasses, abuses, or intimidates another person in any way or involves images or content that depicts, promotes, encourages, indicates, advocates, or tends to incite the commission of a crime or other unlawful activities;
 - that transmits or uploads any content or images that infringes any third-party's intellectual-property rights or infringes any third-party's right of privacy; or
 - that unlawfully transmits or uploads any confidential, proprietary, or trade secret information.
7. **RESTRICTIONS ON USE.** You agree to abide by all applicable laws and regulations when using the Site and our Services. In addition, you agree that you will not do any of the following:
- submit a request to find a lender on behalf of an individual other than yourself or on behalf of any group or entity, unless you have actual authority to do so;
 - apply for a loan if you do not reside in the United States of America;
 - post or otherwise make available content, or take any action on the Site, that may constitute libel or slander or that infringes or violates someone else's rights or is protected by any copyright or trademark or otherwise violates the law;

- post or otherwise make available content that in our judgment is objectionable, such as content that is harmful, threatening, inflammatory, obscene, fraudulent, invasive of privacy or publicity rights, hateful or otherwise objectionable; that restricts or inhibits any other person from using or enjoying the Site; or that may expose us or our users to any harm or liability of any type;
- post or otherwise make available any unsolicited or unauthorized advertising, solicitations or promotional materials, or any other form of solicitation;
- use the information or content on our Site to send unwanted messages to any other user;
- impersonate any person or entity, or falsely state or otherwise misrepresent yourself, your age or your affiliation with any person or entity;
- post or otherwise make publicly available on the Site any personal or financial information of any third party;
- solicit personal information from anyone under the age of 18 or solicit passwords or personally identifying information for commercial or unlawful purposes;
- use the Site or our Services in any manner that could damage, disable, overburden, or impair the Site;
- harvest or collect email addresses or other contact information of our users from the Site by electronic or other means, including via the use automated scripts; or
- post or otherwise make available any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment.

8. **COPYRIGHT COMPLAINTS**

If you believe that any material on the Site infringes upon any copyright that you own or control, you may send a written notification to us via email at alex.w@armstrongsteel.com or via regular mail to Armstrong Steel, Attn: Office of the General Counsel, 2 Inverness Drive East, Suite 200, Englewood, CO 80112. In your notification, please:

- confirm you are the owner, or authorized to act on behalf of the owner, of the copyrighted work that has been infringed;
- identify the copyrighted work or works you claim have been infringed;
- identify the material that you claim is infringing or is the subject of infringing activity and that is to be removed (please include information reasonably sufficient to permit us to locate the material);
- provide your contact details, including your name, mailing address, telephone number and an email address; and
- provide a statement that the information you have provided is accurate and that you have a good-faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent or the law.

9. **INDEMNIFICATION.** By using this Site, you agree to defend and hold harmless, as applicable, Armstrong and its affiliates, including, but not limited to, their officers, directors, members, employees, and third-party suppliers from and against any and all third-party actions, suits, claims and/or demands and any associated losses, expenses, damages, costs, and other liabilities (including reasonable attorneys' fees), arising out of or relating to your submitted content, use or misuse of any aspect of the Services or the Site, and/or your violation of these Terms of Use. You acknowledge and agree that you will cooperate as fully as reasonably required in the defense of any such claim or demand. We and any third party involved in creating, producing, or delivering the Site and/or the Services reserve the right to assume the exclusive defense and control

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of any matter otherwise subject to indemnification by you, at your expense, and you will not in any event settle any such matter without our prior written consent and that of any such third-party.

10. **SEVERABILITY.** By using this Site, you agree that, if any provision of these Terms of Use are found to be unlawful or void, or for any reason unenforceable, then that provision shall be limited to the least extent necessary to make it enforceable and that, if it cannot be enforced even if limited, it shall be severed from the other provisions of these Terms of Use and shall not affect the validity and enforceability of such other provisions.
11. **YOUR COOPERATION NEEDED.** If you submit information through this Site, you agree to cooperate in the process of finding one or more potential lenders for your project (including submitting all required documentation in a timely manner) and you agree that Armstrong may verify the information you submit to Armstrong.
12. **NOTIFICATIONS.** Armstrong may provide you with notices via SMS, email, and/or regular mail at the most recent address you have provided, or through providing information on this Site, as allowed under the law.
13. **NO WARRANTY; ERRORS; DISCLAIMERS.** ALTHOUGH WE WILL USE REASONABLE EFFORTS TO PROVIDE AN ACCURATE SITE AND SERVICES, THE SITE AND OUR SERVICES ARE PROVIDED "AS IS" AND WITHOUT ANY REPRESENTATION OR WARRANTY, WHETHER EXPRESS OR IMPLIED. ARMSTRONG AND OUR ASSOCIATED COMPANIES, AS WELL AS ANY AFFILIATES, OFFICERS, DIRECTORS, MEMBERS, EMPLOYEES, AND THIRD-PARTY SUPPLIERS (COLLECTIVELY, THE "ARMSTRONG PARTIES") DISCLAIM ANY AND ALL REPRESENTATIONS, WARRANTIES, OR GUARANTEES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, RELATING TO THE SITE, THE SERVICES, ANY DOCUMENTATION PROVIDED OR MADE AVAILABLE TO YOU AND ANY OTHER PRODUCTS AND RELATED MATERIALS AND/OR SERVICES PROVIDED TO YOU BY ANY OF THE ARMSTRONG PARTIES, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES: (a) AS TO TITLE, MERCHANTABILITY, FITNESS FOR ORDINARY PURPOSES, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, SYSTEM INTEGRATION, AND WORKMANLIKE EFFORT; (b) AS TO THE QUALITY, ACCURACY, TIMELINESS OR COMPLETENESS OF THE SITE OR THE SERVICES OR ANY ASPECT THEREOF; (c) ARISING THROUGH COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE; (d) RELATING TO THE SITE OR SERVICES CONFORMING TO ANY FUNCTION, DEMONSTRATION OR PROMISE BY ANY ARMSTRONG PARTY AND (V) THAT ACCESS TO OR USE OF THE SITE AND/OR SERVICES WILL BE UNINTERRUPTED, ERROR-FREE OR COMPLETELY SECURE. ANY RELIANCE UPON THE SITE AND/OR SERVICES IS AT YOUR OWN RISK, AND THE ARMSTRONG PARTIES MAKE NO WARRANTIES.
14. **LIMITATION OF LIABILITY.** You agree that all access and use of the Site and its contents, as well as your use of the Services are at your own risk. Neither we nor any Armstrong Party involved in creating, producing, or delivering the Site and/or the Services has or will have any responsibility for any consequences relating, directly or indirectly, to any action or inaction that you may take based on the Site and/or the Services, or any aspect thereof. You agree that you, and not Armstrong, will bear the entire cost of all servicing, repair, correction or restoration that may be necessary for your data, software programs or computer equipment because of any viruses, errors or other problems you may have as a result of using or visiting this Site.

THE ARMSTRONG PARTIES SHALL NOT BE HELD LIABLE FOR ANY DEFECTS, FAULTS, INTERRUPTIONS, OR DELAYS IN THE

OPERATION OR TRANSMISSION OF ANY PRODUCT, AND/OR ANY INACCURACIES, ERRORS OR OMISSIONS IN THE INFORMATION CONTAINED IN THE SITE AND/OR THE SERVICES. UNDER NO CIRCUMSTANCES WILL ANY OF THE ARMSTRONG PARTIES BE HELD LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, MULTIPLES OF ACTUAL DAMAGES OR OTHER DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, ARISING FROM, BASED ON, RESULTING TO, OR IN CONNECTION WITH THE SITE AND/OR THE SERVICES OR ANY PRODUCTS, THESE TERMS OF USE OR YOUR USE OR INABILITY TO USE ANY OF THE FOREGOING, EVEN IF THE ARMSTRONG PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

ALL OF THESE LIMITATIONS APPLY REGARDLESS OF THE CAUSE OR FORM OF ACTION, WHETHER THE DAMAGES ARE CLAIMED UNDER THE TERMS OF A CONTRACT, TORT OR OTHERWISE, AND EVEN IF WE OR OUR REPRESENTATIVES HAVE BEEN NEGLIGENT OR HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NO ACTION ARISING FROM OR RELATING TO THESE TERMS OF SERVICE MAY BE BROUGHT MORE THAN ONE (1) YEAR AFTER THE CAUSE OF ACTION HAS ARISEN.

- 15. ACCESS TO SITE.** Armstrong reserves the right at all times, in its sole discretion and without notice to you, to deny your access to and use of the Site.
- 16. LINKING.** No Advertising/ No Links. Armstrong does not permit third-party advertising on this Site. Except with the express written permission of Armstrong, you agree that you will not create links from any website or webpage to this Site or any webpage within this Site.
- 17. REVISIONS AND MODIFICATIONS.** We reserve the right to temporarily or permanently modify or discontinue the Site, or any portion of the Site, for any reason, without notice to you. We also may change these Terms of Use from time to time without notice to you. Please review these Terms of Use often because your continued access or use of the Site after any modifications have become effective shall be deemed your conclusive acceptance of the modified Terms of Use. In addition, you agree and acknowledge that all other content, services, products and materials on or available through this Site are subject to updating and revision without notice to you. You further acknowledge and agree that individual modifications to the Terms of Use may not be altered by contract, unless permitted in writing by Armstrong.
- 18. GOVERNING LAW AND DISPUTE RESOLUTION.** EACH PARTY KNOWINGLY AND VOLUNTARILY WAIVES TRIAL BY JURY WITH RESPECT TO ANY CLAIM ARISING FROM OR RELATING TO THIS AGREEMENT. Any dispute, claim or controversy arising from or relating in any manner to this Agreement, and/or the breach thereof, shall be resolved exclusively by binding arbitration conducted in Denver, Colorado, by a single arbitrator. All questions relating to arbitrability, including, but not limited to, the validity and scope of the arbitration agreement shall be determined by an arbitrator, and not by a court. Seller's employees are third-party beneficiaries of this provision. Colorado law shall apply to interpretation of this Agreement and to any dispute arising from or relating to this Agreement, excluding any conflict-of-law principles that might cause the laws of any jurisdiction other than Colorado to apply, except that (a) the Federal Arbitration Act shall govern the enforcement of this arbitration provision and any appeal of the arbitration result, (b) the arbitration shall be conducted according to the American Arbitration Association Construction Industry Arbitration Rules (the "Rules") in effect at the time of this Agreement's execution, except that each party may take a total of two depositions, each not to exceed four hours, (c) the Colorado Rules of Evidence (but not the rules of civil procedure) shall apply to all arbitration proceedings, (d) no arbitration award or ruling shall have any issue-

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preclusion or other precedential effect and (e) Buyer shall not be entitled to an award of attorney fees or costs pursuant to Rule R-49, R-56 or R-57 of the Rules.. The parties agree that no arbitration proceeding hereunder shall be brought or certified as a class action or proceed as a class action, and no arbitration proceeding hereunder shall be consolidated with, or joined in any way with, any other arbitration proceeding. This paragraph, and the individual provisions thereof, are severable from the remainder of this Agreement. In the event that a particular state's statutes, rules and/or regulations provide that arbitration clauses as applied to these Terms of Use violate any such statutes, rules and/or regulations, then this paragraph shall be null and void.

19. **MISCELLANEOUS.** You agree that these Terms of Use shall be governed by and construed in accordance with the laws of the State of Colorado, without giving effect to any principles of conflicts of law that might cause the laws of any state other than Colorado to apply. Although these Terms of Use provide for dispute resolution through binding arbitration, in the event that such provision is deemed invalid or otherwise is unenforceable, you agree that any other action(s) at law or in equity arising out of or relating to these Terms of Use or the use of this Site shall be filed only in the state or federal courts located in the City and County of Denver, Colorado, and you hereby consent and submit to the personal jurisdiction of such courts for the purposes of litigating. Because Colorado law controls this Site, all record keeping and data gathering is based on Mountain Standard Time; as such, if you consent, acknowledge, or e-sign a document through this Site, such consents, acknowledgment, and signature will be time-stamped based on Mountain Standard Time even though you may physically be in a different time zone.

Your obligations under these Terms of Use are binding on your successors, legal representatives, and assigns. You may not assign or transfer (by operation of law or otherwise) your right to use the Site and/or the Services or any aspect thereunder, in whole or in part, without our prior written consent.

You consent to and authorize Armstrong to monitor and/or record any telephone conversations with Armstrong's representatives.

Please contact us via email at alex.w@armstrongsteel.com with any questions regarding these Terms of Use.