

## TERMS AND CONDITIONS OF SALE

These term and conditions ("Agreement") govern the sale of goods ("Products") by CHARTER INDUSTRIES EXTRUSIONS, INC. ("Seller") to all Buyers. "Buyer" means the person who or entity which purchases Products from Seller.

01. Offer And Acceptance. Seller's sales of Products are made strictly on the terms and conditions stated in this Agreement, and no others. These terms and conditions take precedence over Buyer's supplemental or conflicting terms and conditions, if any, to which notice of objection is hereby given. If Buyer's purchase order offer limits Seller's acceptance to its terms, then Seller's acceptance shall be construed as a rejection and a counteroffer limited to the terms stated in this Agreement, and no others. Neither Seller's commencement nor performance of delivery shall be deemed or construed as acceptance of Buyer's supplemental or conflicting terms and conditions. Buyer's acceptance of Products constitutes acceptance of this Agreement.

02. Shipping And Returns. Shipping is FOB Seller's warehouse. Seller ships most Products from stock. All orders for in-stock Products placed before 5:00 pm EST will ship the same day. If an order cannot be filled from stock, Seller will provide Buyer the shortest lead time possible. Returns must be approved by Seller, must be made within thirty (30) days of delivery, and if due to mis-ordering by Buyer, are subject to a 15% restocking charge

03. Payment Terms. For approved credit accounts, terms of payment are net 30 days from the date of invoice. All other sales are COD or credit card only. Buyer may not set-off any amounts due to Buyer against any amount due to Seller. Payment shall not be deemed to have been made until received by Seller. Failure to make payment when due constitutes a default. In the event of a default, Buyer's entire account, including all outstanding indebtedness, shall become immediately due and payable without notice or demand. On any past due invoice, including accelerated accounts, Seller may impose interest at a rate of 1.5% per month or portion thereof, until such amounts are paid in full. If Buyer fails to make each payment when it is due, Seller reserves the right to change or withdraw credit and thereby suspend or cancel performance under any purchase orders in which Seller has extended credit to Buyer. In the event of default by Buyer, Buyer shall be liable to Seller for its costs, fees, and expenses, including, but not limited to, attorneys fees, court costs and fees, and collection costs.

04. Use Of Products. Buyer and its customers should independently evaluate the Products in accordance with their own requirements.

05. Disclaimer. Seller's Refurbishing Supplies are compatible with products sold by Haworth®, Herman Miller®, Steelcase® and Westinghouse®, but are not authorized by and do not originate from any of the listed companies.

06. LIMITED WARRANTY AND DISCLAIMER OF OTHER WARRANTIES.

SELLER WARRANTS ITS PRODUCTS TO BE FREE FROM DEFECTS IN MATERIAL AND WORKMANSHIP UNDER THE INTENDED USE AND SERVICE FOR A PERIOD OF 6 (SIX) MONTHS AFTER DELIVERY. THIS WARRANTY DOES NOT APPLY TO DEFECTS CAUSED BY SHIPPING, STORAGE, ACCIDENT, ALTERATION OR MISUSE.

IN ORDER TO INVOKE ITS REMEDIAL RIGHTS UNDER THIS WARRANTY WITH RESPECT TO NON-LATENT DEFECTS, BUYER MUST: (1) CONDUCT AN INSPECTION OF THE PRODUCTS IMMEDIATELY UPON DELIVERY, AND (2) PROVIDE SELLER WITH WRITTEN NOTIFICATION OF VISIBLE DEFECTS AND OTHER EASILY DETECTABLE DEFECTS WITHIN SEVEN (7) DAYS AFTER DELIVERY. FAILURE TO PROVIDE TIMELY WRITTEN NOTIFICATION CONSTITUTES A WAIVER OF ANY CLAIM WITH RESPECT TO SUCH PRODUCTS.

IN ORDER TO INVOKE ITS REMEDIAL RIGHTS UNDER THIS WARRANTY WITH RESPECT TO LATENT DEFECTS, BUYER MUST PROVIDE SELLER WITH WRITTEN NOTIFICATION OF THE DEFECT WITHIN FOURTEEN (14) DAYS AFTER DISCOVERY OF THE DEFECT. FAILURE TO PROVIDE TIMELY WRITTEN NOTIFICATION CONSTITUTES A WAIVER OF ANY CLAIM WITH RESPECT TO SUCH PRODUCTS.

PURCHASER'S EXCLUSIVE REMEDY IS LIMITED TO REPAIR OR REPLACEMENT OF DEFECTIVE PRODUCTS UNLESS SELLER, IN ITS SOLE DISCRETION, ELECTS TO REFUND THE PURCHASE PRICE OF THE PRODUCTS. WHETHER THE REMEDY IS REPAIR, REPLACEMENT OR REFUND, BUYER IS RESPONSIBLE FOR ALL COSTS INCURRED IN SHIPPING DEFECTIVE PRODUCTS TO SELLER. IN NO EVENT SHALL SELLER'S LIABILITY EXCEED THE PURCHASE PRICE OF THE PRODUCTS. SELLER SHALL NOT BE LIABLE TO BUYER, BUYER'S CUSTOMERS OR ANY THIRD PARTY FOR INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING FROM SALE OR USE OF THE PRODUCTS.

THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES WHETHER ORAL, WRITTEN, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. SELLER HEREBY EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO EMPLOYEE, REPRESENTATIVE OR AGENT OF SELLER HAS AUTHORITY TO MODIFY, EXPAND, OR EXTEND THIS WARRANTY, TO WAIVE THE LIMITATIONS OR EXCLUSIONS HEREIN, OR TO MAKE ANY DIFFERENT OR ADDITIONAL WARRANTIES WITH RESPECT TO THE PRODUCTS.

07. Indemnification. Buyer shall indemnify, defend and hold harmless Seller from and against all claims, costs, damages, and liabilities that are excluded and/or waived under this Agreement.

08. Insurance. If Buyer purchases Products with the intent to resell them, either as (i) purchased, (ii) modified, or (iii) processed or incorporated into a new product, Buyer must obtain adequate product liability insurance coverage and provide Seller with a copy the policy upon Seller's request.

09. Exclusive Agreement And Merger. The terms and conditions stated herein are intended by Buyer and Seller as a final expression and as a complete and exclusive expression of the terms and conditions of the parties' Agreement. The terms and conditions stated herein supersede and replace any prior agreement and/or understanding relating to the subject matter hereof, including without limitation any terms or conditions contained in a purchase order, acknowledgement form, or the like sent by Buyer to Seller.

10. Non-Waiver. Seller's failure to insist upon the performance of any term or condition herein shall not be deemed a waiver of any of Seller's rights or remedies hereunder, nor of its right to insist upon the performance of the same or any other term or condition herein in the future. All rights and remedies of Seller set forth herein are in addition to, and shall not exclude, any rights or remedies that Seller may have by law.

11. Applicable Law, Jurisdiction And Venue. The rights and obligations of the parties under this Agreement shall be governed by the domestic law of the State of Michigan excluding its choice of law principles. Buyer consents to personal jurisdiction of the State of Michigan and agrees that the exclusive venue for resolution of any conflict between Buyer and Seller shall be Kent County Circuit Court or the US District Court for the Western District of Michigan.