

## TERMS AND CONDITIONS

Seller is unwilling to contract with buyer on terms other than set forth herein. To the extent this acknowledgement contains different terms than enumerated in the buyer's purchase order, buyer and seller acknowledge that seller's acknowledgement shall be treated as a counteroffer and shall not be deemed and acceptance of buyer's offer.

The quantity of goods (i.e., aluminum extrusions or other materials) ordered when produced are subject to overruns and under runs during the manufacturing process not exceeding 15%. Buyer agrees that the quality produced, if in accordance with this provision, shall constitute compliance with the contract and the seller and the buyer agree that the price enumerated herein will be adjusted on a pro rata basis to cover the over or under runs.

All metal tolerances of aluminum extrusions and/or other materials manufactured and/or produced by seller unless otherwise specifically requested and identified in the buyer's purchase order subject only to industry standards.

Seller maintains in its inventory standard colors for use on goods manufactured and/or produced by seller. If no specific color is specified in the buyer's purchase order by designation, buyer shall be deemed to choose and accept the use of a standard color. Seller reserves the right without notice to buyer to change its standard colors provided such changed standard color is substantially similar to the standard color chosen by buyer.

Seller warrants that the goods being sold will be fabricated to the print and/or specifications furnished by buyer to seller. This warranty extends to buyer only. No other express warranty is made as to the goods. If any model, sample or description was shown by seller to buyer, unless otherwise provided in the seller's related documents, such items were intended only to demonstrate the general characteristics of the goods and did not constitute a promise or warrant that the goods sold would be of that exact type or nature.

This warranty shall be void if the goods are damaged or defective as a result of an accident caused by a person or entity other than seller or as a result of unreasonable use or neglect, or resulting from alterations, improper installation or service of other causes not arising out of defects in material or workmanship provided by seller. Any attempt by buyer or any party other than seller to repair the goods shall invalidate the warranty.

The warranties in this document are in lieu of all other warranties, express or implied, including without limitation any warranties of merchantability or fitness for a particular purpose, said warranties being expressly disclaimed.

If the buyer deems that any of the goods delivered to it under its agreement with seller, buyer acknowledges that any and all request for return of material to seller shall follow seller's return policy including allowing seller to inspect the goods should it wish to do so at the buyer's site, obtaining the requisite return authorization from seller prior to returning the goods to seller, and shipping the goods to seller in accordance with seller's instructions. Buyer agrees to notify seller in writing of any defects in the goods received within 24 hours of receipt of the goods and should buyer fail to do so, said goods shall be deemed to have been accepted by buyer.

Seller disclaims any and all liability in tort, including, without limitation, liability for negligence, strict tort liability and/or products liability. Buyer agrees and acknowledges that it is waiving the right to assert said claim.