

EXTRUDED ALUMINUM CORPORATION TERMS AND CONDITIONS OF SALE

A. Agreement. All orders of goods (the "Goods") are subject to these Terms and Conditions of Sale (these "Terms") and acceptance by Extruded Aluminum Corporation ("Seller"). These Terms, along with the corresponding Seller acknowledgment order form (the "Order") constitute the entire agreement (the "Agreement") between Buyer and Seller as to the sale of the Goods, and supersede all prior oral or written agreements or representations. The Agreement, including these Terms, may only be modified, altered or waived by a writing signed by Seller. These Terms supersede and override, and Seller expressly rejects, any and all preprinted terms and conditions contained on any purchase order or other documents provided by Buyer in connection with the Order, including, without limitation, any Buyer acknowledgement forms, Buyer purchase orders other than the Order, packing slips, bills of lading and invoices. Buyer's receipt of the Goods shall constitute Buyer's assent to these Terms.

B. Pricing, Adjustments and Additional Charges. Prices set forth on the Order are subject to change prior to shipment and the final price will be determined by Seller as of the date of shipment. Any portion of the price attributable to raw materials will be determined using the previous month's average Platts Midwest Transaction Price. Prices do not include local, state or federal taxes and Buyer will bear the cost of all taxes. Whenever applicable, taxes will be added to the invoice as an additional charge to be paid by Buyer on demand. Any extra costs incurred by Seller to comply with packaging, or any other non-standard, requests by Buyer will be added as a separate charge to be paid by Buyer.

C. Payment Terms. All invoices for an Order will be dated the day of shipment. Unless otherwise agreed by the parties and stated on the Order, the payment terms are net 30 days from the date of invoice. Interest at the rate of the lesser of 1.5% per month (18% per annum) or the highest rate permitted by applicable law will be charged on past due amounts. Buyer hereby grants to Seller a security interest in all Goods shipped hereunder, and in all proceeds thereof, until the entire invoice amount and any other obligations owed to Seller are paid by Buyer. Buyer authorizes Seller to file one or more financing statements in order to protect its security interest and to execute such agreements and documents as Seller may request from time to time. If reasonable grounds for insecurity arise with respect to payment due by Buyer, Seller may demand different terms of payment and/or assurance of Buyer's due payment. In addition to the foregoing, terms of payment shall be further subject to Seller's approval and receipt of satisfactory security or cash before shipment of an Order. If, in the opinion of Seller, the financial responsibility of Buyer becomes unsatisfactory or impaired, or if Buyer fails to make any payment when due, or Buyer fails to agree to any relevant new payment or security terms, then in any such event, Seller may defer or decline to make any further shipments to Buyer except upon receipt of satisfactory security or cash payments in advance, or Seller may terminate the Agreement at such time.

D. Order Acceptance, Delivery Dates and Shipping. Orders are accepted by Seller only by the execution by Seller at its principal office in Belding, Michigan, of Seller's standard purchase order acknowledgment and the mailing or delivery thereof to Buyer. Buyer's Order constitutes a firm order and can only be canceled by Buyer with the written consent of Seller executed by Seller at its principal office in Belding, Michigan, and mailed or delivered to Buyer. Delivery dates are provided as estimates and may be subject to delay. Seller will use commercially reasonable efforts to meet its delivery date estimates, but will not be liable for delays in filling the Order or liable for any losses or damages due to such delays. Buyer may not cancel the Order for any such delays. All shipments shall be FOB point of origin (North American sales only; international sales shipping term will be as designated by Seller on the Order) unless otherwise stated on the Order. Seller may make partial shipments for any Order, and each partial shipment may be invoiced by Seller, but no partial shipment will relieve Buyer of its obligations under the remainder of the Order unless otherwise agreed to and stated on the Order.

E. Packaging. Seller will package the Goods in accordance with its customary packaging methods. Seller will use commercially reasonable efforts to comply with packaging requests made by Buyer, provided that Buyer will be liable for any additional costs incurred by Seller in complying with such requests.

F. Inspection. Inspection, acceptance or rightful rejection of Goods shall be made within ten (10) days after Buyer's receipt of the Goods.

G. Quantity Tolerances. Unless another tolerance is agreed to by Seller in writing on the Order, the quantity tolerance applicable to each item of Goods specified on the order shall be the applicable standard quantity tolerance in effect at the time of shipment of such item or portion thereof. Notwithstanding the foregoing, shipments within twenty (20%) percent over or under the amounts specified in Buyer's Orders of 0-1,499 pounds shall be deemed in compliance with Buyer's Order and shipments within ten (10%) percent over or under the amounts specified in Buyer's Orders of 1,500 pounds or more shall be deemed in compliance with Buyer's Order.

H. Warranty. Seller warrants to Buyer that the Goods will materially conform to the specifications provided by Buyer and accepted by Seller. To the extent Buyer does not provide specifications accepted by Seller, Seller warrants to Buyer that the Goods will materially conform to specifications of the Aluminum Association Standards and Data in effect as of the date of manufacture. Seller's warranty obligations will extend for a period of sixty (60) days from the date of the shipment of the Goods (the "Warranty Period") and Buyer may not make any claims for breach of warranty after such period. The foregoing warranty only applies to Goods supplied by Buyer and shall not apply to the extent the Goods have been modified, altered, incorporated into another product or otherwise changed. **EXCEPT FOR THE WARRANTY SET FORTH ABOVE, SELLER MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO**

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THE GOODS, INCLUDING ANY (A) WARRANTY OF MERCHANTABILITY; (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR (C) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE. Seller shall not be liable for a breach of the limited warranty above unless Buyer gives written notice of the defect, reasonably described, to Seller within the Warranty Period.

I. Remedies. Seller's exclusive liability and Buyer's sole remedy for any tender of non-conforming Goods shall be the repair or replacement, at Seller's option, of any non-conforming Goods. Buyer must notify Seller in writing of any claim regarding non-conforming Goods within ten (10) days after such non-conformity is or should have been discovered by Buyer and within the Warranty Period. Any failure by Buyer to provide such notification shall be a full waiver by Buyer of any rights and remedies related to such claim. Repair or replacement will be made only upon return of non-conforming Goods, which may be returned only after Seller's authorization and Buyer's receipt of return instructions from Seller. **THE REMEDIES PROVIDED IN THIS SECTION ARE BUYER'S SOLE AND EXCLUSIVE REMEDIES.**

J. Limitation of Liability. IN NO EVENT SHALL (A) SELLER'S LIABILITY UNDER THIS AGREEMENT EXCEED THE PURCHASE PRICE PAID BY BUYER TO SELLER FOR THE GOODS OR (B) SELLER BE LIABLE TO BUYER OR ANY THIRD PARTY FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, CONTINGENT, PUNITIVE OR SIMILAR DAMAGES, REGARDLESS OF THE THEORY OF RECOVERY, IN LAW OR EQUITY, AND REGARDLESS OF WHETHER SELLER HAS KNOWLEDGE OF SUCH ACTUAL OR POTENTIAL DAMAGES. Buyer warrants to Seller that it is an industrial user of the Goods and possesses the knowledge and expertise to use the Goods in accordance with accepted industry standards.

K. Indemnification. Buyer shall release, defend, indemnify and hold harmless Seller, its affiliates and their respective owners, directors, managers, officer, employees, agents and representatives (the "Indemnified Parties") from any and all liabilities, obligations, settlements, losses, claims, damages, penalties, payments, actions, lawsuits, judgments, costs, expenses or disbursements of any kind or nature whatsoever (including reasonable attorneys' fees) which may be imposed on, incurred by or asserted against the Indemnified Parties relating to or arising out of (a) the design or manufacture of the Goods if such Goods were made in compliance with the specifications or instructions provided by Buyer, (b) the possession, use or operation of the Goods by Buyer, including, without limitation, any modifications to the Goods, the incorporation of the Goods into any product or the sale or distribution of the Goods by Buyer.

L. Intellectual Property. The sale of Goods under this Agreement does not and will not grant Buyer any right or license to any intellectual property of Seller. Buyer shall indemnify Seller for any claim brought against Seller for the infringement of the intellectual property rights based on the manufacture or sale of Goods that were manufactured pursuant to Buyer's specifications.

M. Confidential Information. All non-public, confidential or proprietary information of Seller, including, but not limited to, specifications, samples, designs, plans, drawings, documents, pricing, discounts or rebates, disclosed or provided by Seller to Buyer, whether orally, visually, by written or electronic media or otherwise, and whether or not marked, designated or otherwise identified as "confidential," in connection with the sale of Goods under this Agreement is confidential, solely for the use of performing this Agreement and may not be disclosed or copied unless authorized in advance by Seller in writing. Seller shall be entitled to injunctive relief for any violation of this Section. This Section does not apply to information that is rightfully: (a) in the public domain; (b) known to Buyer at the time of disclosure without a confidentiality obligation; or (c) obtained by Buyer on a non-confidential basis from a third party.

N. Force Majeure. Seller shall not be liable or responsible to Buyer, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of Seller including, without limitation, acts of God, flood, fire, earthquake, explosion, direct or indirect governmental actions, war, invasion or hostilities (whether war is declared or not), sabotage, terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, lock-outs, unanticipated labor stoppage or shortage, strikes or other labor disputes (whether or not relating to Seller's workforce), unanticipated catastrophic equipment failure or unanticipated tooling performance failure, or restraints, delay, or stoppages affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage. In the event of any of the foregoing, Seller shall be excused from performance under this Agreement.

EXTRUDED ALUMINUM CORPORATION TERMS AND CONDITIONS OF SALE

O. Die Service Charges. Seller and Buyer may enter into an arrangement pursuant to which Buyer pays certain service charges related to the use of Seller's dies (the "Die Service Charges"). Such Die Service Charges paid by the Buyer shall allow Buyer to use said dies so long as Buyer remains in good payment and credit standing. Die Service Charges do not constitute Buyer's ownership, implied or otherwise, of said dies. Dies not used by Buyer may be purged by Seller after five (5) calendar years on non-use. Buyer shall be required to pay an additional Die Service Charge to use purged dies.

P. Other Equipment, Fixtures, and Tooling. In addition to the dies described in Section O above, any other equipment, including but not limited to any extrusion equipment, special jigs, tools, and gauges necessary for or used in connection with Buyer's Order, shall be and remain Seller's sole property even if Buyer is charged for such equipment. If a separate equipment usage charge is applicable, such charge will be set forth on the Order. The parties agree that any such charge is related to use of the equipment to manufacture Goods for Buyer and does not create any ownership rights in Buyer. Seller will maintain such equipment for up to 1 year after any Order from Buyer, but after 1 year has passed since Buyer has submitted an Order to Seller, Seller will not be required to store or otherwise account for such equipment.

Q. Choice of Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan in all respects. The parties expressly exclude and waive the application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) as the same may be amended or replaced from time to time.

R. Termination. Buyer may not terminate the Order without the prior written consent of Seller. Seller may terminate the Order immediately upon notice to Buyer if Buyer breaches any term or condition of the Agreement and Buyer will be liable for all damages, losses, costs, expenses and liabilities incurred by Seller directly or indirectly resulting from Buyer's breach including, without limitation, attorney's fees.

S. Miscellaneous. If any term or provision of this Agreement is invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision. No waiver by Seller of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by a duly authorized representative of the Seller. No failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement operates or may be construed as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. Buyer may not assign the Agreement or any of its rights hereunder or delegate any of its obligations under this Agreement without the prior written consent of Seller. Seller may freely assign the Agreement or any of its rights hereunder or delegate any of its obligations.