

1. Formation of Contract. The terms set forth in this form are the sole terms for the sale of goods and services by Seller, unless otherwise specifically provided for by Seller in this document, and shall apply to the exclusion of any inconsistent or additional terms contained in Buyer's order or acknowledgement or otherwise proposed by Buyer. Buyer's acceptance of these terms shall be conclusively presumed by Buyer's signature on this form or by Buyer's submission of a purchase order in response to this document. Any contract made for the sale of goods or services by Seller is expressly conditional on Buyer's assent to the terms stated in this document. Seller objects to any additional or inconsistent terms proposed by Buyer.

2. Price.

a. Exclusions. The stated price does not include applicable taxes such as city, state or federal, sales, use, or excise taxes. Furthermore, the quoted price does not include any other products, services or work not specifically described in this document. All taxes and charges shall be Buyer's responsibility and may be added to the invoice as a separate and additional charge to Buyer unless an acceptable exemption certificate is presented to Seller. Seller shall also have the right to separately bill Buyer at any time for any taxes and charges that are attributable to this sale, that the Seller may be required to pay. Buyer shall reimburse Seller on demand for all those amounts.

b. Price Increases. The price quoted by Seller shall be subject to any increases in Seller's cost of labor or materials occurring after the date of this form and before shipment. The price shall also be subject to increases to accommodate shipment in more than one lot, in the event Buyer does not desire shipment at one time of all the goods covered by this quotation.

3. Payment Terms. Prior to credit approval for open account, the payment terms for all goods shall be COD, prepayment, or letter of credit from approved bank. Approved accounts will be required to make payment in full within 20 days after the date of the invoice except that Seller reserves the right to establish other payment terms as deemed necessary by Seller. No cash discounts shall be allowed. A 1½ % monthly service charge will be charged on invoices not paid within 20 days of date of invoice.

4. Impaired Credit. If Buyer's credit becomes impaired, or if Buyer makes a late payment for any reason, Seller may require payment in advance or cancel the order.

5. Shipping. Unless otherwise indicated, all quoted prices are F.O.B., Seller's plant in Caledonia, Michigan.

6. Warranty. All doors manufactured by the Seller (except those specifically excluded) are warranted by Seller pursuant to either its Residential Door Limited Warranty or its Commercial Door Limited Warranty, whichever is applicable. Copies of each of those warranties shall be obtained from supplier of the product to Buyer.

NOTWITHSTANDING ANY OTHER PROVISION IN THIS DOCUMENT, SELLER EXPRESSLY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ALSO DISCLAIMS AND EXCLUDES ALL LIABILITY FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT OR ANY OTHER SPECIAL DAMAGES OF BUYER, INCLUDING LOST PROFITS, FOR BREACH OF WARRANTY OR OF CONTRACT OR OTHERWISE. THE WARRANTY PROVIDED IN THIS PARAGRAPH IS THE SOLE AND EXCLUSIVE REMEDY OF THE BUYER AGAINST SELLER.

7. Indemnification. Buyer shall defend, indemnify and hold Seller, its agents and employees, harmless from all claims, liabilities, and expenses, including but not limited to reasonable attorney fees sustained by Seller arising out of Buyer's actions.

8. Patents, Etc. Buyer shall defend, indemnify and hold Seller, its agents and employees, harmless from all claims, liabilities, and expenses, including but not limited to reasonable attorney fees arising from any claim of infringement of a patent, copyright, trademark, trade name, or other proprietary right, or claim of unfair trade or of unfair competition, arising out of the manufacture, sale or use of the goods sold to Buyer, to the extent those goods are manufactured, sold or used pursuant to specifications, drawings or representations furnished by Buyer to Seller.

9. Specifications. Seller manufactures its doors in accordance with its general specifications. While Buyer may specify layouts of special doors, Seller reserves the right to reject any layout that it deems structurally unsound.

10. Cure. If a shipment of goods is rejected by Buyer, Seller shall have the right to cure in any reasonable manner the error, defect, shortage or other nonconformity giving rise to the rejection.

11. Delay and Failure to Deliver. Seller shall not be liable in any respect for failure to ship or for delay in shipment where the failure or delay is due in whole or in part to any cause beyond Seller's control, including but not limited to any shortage or curtailment of material, labor, transportation or utility services, or to any labor or production difficulty in Seller's plant or those of its suppliers.

12. Cancellation or Change. Except as otherwise agreed by Seller in writing, a sale of goods or services under this document is not subject to cancellation or change. The following terms shall apply to any cancellation approved by Seller in writing except as otherwise agreed in writing.

a. Any items completed at the time Seller receives a written cancellation notice from Buyer will be shipped and invoiced at the contract price.

b. Work on the balance of the order will be stopped as promptly as reasonably possible and Seller shall be reimbursed for all actual expenditures, commitments, liabilities and costs, determined in accordance with generally accepted accounting practice, made or incurred with respect to those items not completed, plus a profit of 20 percent on those expenses. Any items that Seller can use economically to fill other active orders will be restocked at a 15% charge. In addition, Seller has the right to recover from Buyer all damages for cancellation, including but not limited to incidental, consequential and indirect damages and lost profits.

13. Waiver. No right or remedy of Seller shall be deemed to have been waived or renounced, in whole or in part, unless that waiver or renunciation is supported by consideration and is in writing signed by Seller.

14. Remedies. Seller shall have all rights and remedies specified in this document in addition to those specified in the Uniform Commercial Code as adopted in the State of Michigan. All these rights and remedies are cumulative. No delay or failure by Seller to exercise any right or remedy shall impair any of those rights or remedies or be construed as a waiver of any breach or acquiescence, and any single or partial exercise of any right or remedy shall not preclude any other or further exercise of that right or remedy or the exercise of any other right or remedy. Buyer shall reimburse Seller on demand for all costs and expenses paid or incurred by Seller in enforcing its rights under this document, including without limitation, reasonable attorneys' fees, regardless of whether litigation is commenced.

15. Assignment. Buyer shall not assign its rights or delegate its duties under this document without Seller's prior written consent.

16. Amendment. The contract evidenced by this document is invalid or unenforceable; all other terms in this document shall remain in full force and effect.

17. Severability. If any term in this document is invalid or unenforceable, all other terms in this document shall remain in full force and effect.

18. State Law. The sale of goods and services in accordance with this document shall be governed in all respects by the laws of the State of Michigan.

19. Jurisdiction. Seller and Buyer agree that any action arising out of the sale of goods or services in accordance with this document will be brought, heard and decided in the State of Michigan.

20. Successors. The terms of this document shall inure to the benefit of and the binding on the successors and assigns of the parties.

21. Entire Agreement. There are no other agreements, warranties, terms or conditions relating to the goods or services to be provided under this document.