

HAAS DOOR

TERMS AND CONDITIONS OF SALE

- 1. Taxes.** Any taxes to be paid or collected upon the sale, delivery, storage, processing, use, or consumption of any product covered hereby shall be for the account of Buyer who shall promptly pay the amount thereof to Seller upon demand.
- 2. Freight.** Unless otherwise stated herein, all products are F.O.B. Wauseon, Ohio. All freight and shipping charges will be paid by Buyer. Seller reserves the right to select the method of shipment.
- 3. Service Charge.** A service charge of 2 percent per month (24 percent annually) will be charged on all past due amounts where permitted by applicable or federal law. In the event a charge of 2 percent per month may not be charged under applicable state or federal law, then the maximum amount of service charge permitted under applicable state or federal law shall be charged.
- 4. Returned Material.** All returns must be approved by Seller in writing in advance. All material must be in re-sellable condition, undamaged and in standard packages where applicable. All returned material will be subject to a restocking charge with credit based on price in effect at the time of the original sale. Special order and non-stock material is not returnable under any circumstances.
- 5. Cancellation of Order.** Once an order has been placed, there is a 24 hour period during which the order can be canceled for any reason. After this 24 hour window has passed, orders are released to fabrication. Orders cannot be changed or canceled for any reason after the release to fabrication.
- 6. Payment.** Terms of payment are as specified on the face of each invoice. Sales tax and transportation are not subject to cash discounts. Cash discount will be allowed only within the discount period as specified. Any invoice that is 60 days old will result in the account being placed on "Complete Hold" status. There will be an additional charge for returned checks.
- 7. Recovery of Legal Fees and Costs.** In the event it becomes necessary for Seller to file a lawsuit to enforce any of the terms and provisions hereof and Seller is granted a judgment wholly or partly in its favor, Seller shall be entitled to recover, in addition to all other remedies and damages, reasonable attorney's fees and court costs incurred in such suit.
- 8. No Modification.** These terms and conditions as set forth herein, shall constitute the whole agreement between Buyer and Seller. Any changes which Buyer requests shall be authorized only if in writing and signed by Seller. These terms and conditions shall be binding upon and incur to the benefit of the respective parties, their successors, and assigns.
- 9. Choice of Law.** The venue of any court action instituted under these terms and conditions shall be the dome county of Seller.
- 10. Partial Inapplicability.** Should any term or condition above, or any portion thereof, be invalid or inapplicable, the balance of such terms and conditions shall govern.

11. Non-Waiver. Any waiver or failure of Seller to require strict compliance with these terms and conditions in any respect shall not be deemed a waiver of Seller's right to insist upon strict compliance in other respects or thereafter in the same respect.

12. Credit Approval. All orders are subject to credit approval and Seller will not be liable for any delays in shipment resulting from a credit-related problem.

REMEDY TO DEALER

Products sold by Seller to Buyer conform to the manufacturers' specifications as set forth in the applicable product certification delivered to Buyer. Buyer will inspect all products Buyer receives for damage, defect or shortage promptly after Buyer receives them, and will give Seller prompt notice of damage, defect or shortage that Buyer finds. Buyer must give Seller notice of any defect within 30 days after the date of shipment or the date the products were used, whichever comes first. Seller may, at Seller's option, either replace the products or refund the purchase price. This is Buyer's exclusive remedy. Buyer should not return products until Seller agrees.

WARRANTY TO DEALER

There are no warranties which extend beyond the description on the face hereof. Seller disclaims any implied warranty of merchantability of the goods or of the fitness of the goods for any purpose, and buyer agrees that the goods are sold "as is."

LIMITATION OF LIABILITY

Seller's liability on any claim of any kind, whether based on negligence, warranty or otherwise, for any loss or damage arising out of, connected with, or resulting from this contract, or from the performance or breach thereof, or from the manufacture, sale, delivery, resale or use of any material covered by or furnished pursuant to this Acknowledgement shall in no case exceed the price allocable to the material which gives rise to the claim. In no event shall Seller be liable for special incidental or consequential damages.

EXCUSABLE DELAYS

Seller shall not be liable for delay or failure to perform due to causes beyond Seller's Control such as, but not limited to, the unavailability of goods, law or governmental regulation, judgment of a competent court, labor difficulties, accidents, transportation delays, Acts of God, war, civil commotion or "force majeure."

PRICES

Prices are F.O.B. Seller's dock. Prices shown do not include charges for freight or special packaging which will be extra, unless otherwise specified. All prices quoted are based upon current raw material prices to Seller. All prices are subject to change without notice, and may be subject to an increase which may be in effect on the date of shipment or invoicing. All sales on account are subject to Seller's credit terms as such are in force from time to time.

TAXES

Ohio sales tax will be added to the invoice price where applicable. Any Ohio sales taxes to be paid or collected upon the sale, pick-up, delivery, storage, processing, use or consumption of any product covered hereby shall be for the account of the Buyer who shall promptly pay the amount thereof to Seller upon demand.

RETURNED MATERIAL

All returns must be approved by Seller in writing in advance. All material must be in re-sellable condition, undamaged and in standard packages where applicable. All returned material will be subject to a restocking charge with credit based on price in effect at the time of the original sale. Special order and non-stock material is not returnable under any circumstances.

DELIVERY

All title and risk of loss of damage passes to Buyer at the time products are transferred to a commercial transportation carrier for shipment. All claims for loss or damage in transit shall be made by Buyer against the carrier. Any extra charges incurred for additional services, such as customer's carrier, detention time or special handling by the carrier must be paid by the customer. Unless otherwise stated herein, all products are F.O.B. Wauseon, Ohio. All freight and shipping charges will be paid by Buyer. Seller reserves the right to select the method of shipment. If product is shipped by a Haas Door contract carrier risk of loss will pass upon receipt.

CREDIT

Credit Approval. All orders are subject to credit approval and Seller will not be liable for any delays in shipment resulting from credit-related problems.

Payment. All invoices are due and payable according to Seller's standard terms of payment and credit, unless otherwise agreed to in writing between Seller and Buyer. In the event Buyer fails to fulfill the terms of payment, or in case Seller shall have any doubt at any time as to Buyer's financial responsibility, Seller may suspend production and/or decline to make further deliveries except upon receipt of payment. Terms of payment are as specified on the face of each invoice. Sales tax, surcharges and transportation are not subject to cash discounts. Cash discounts will be allowed only within the discount period as specified. Any invoice that is 60 days old will result in the account being placed on "Complete Hold" status. There will be an additional charge for returned checks.

Service Charge. A service charge of 2 percent per month (24 percent annually) will be charged on all past due amounts where permitted by applicable or federal law. In the event a charge of 2 percent per month may not be charged, applicable state or federal law shall be charged.

Recovery of Legal Fees & Costs. In the event it becomes necessary for Seller to file a lawsuit to enforce any of the terms and provisions hereof and Seller is granted a judgment wholly or partly in its favor, Seller shall be entitled to recover, in addition to all other remedies and damages, reasonable attorney's fees and court costs incurred in such suit.

TECHNICAL ADVICE

It is expressly understood that any technical advice furnished by Seller with reference to the use of its products is given gratis and Seller assumes no obligation or liability for the advice given or results obtained, all such advice being given and accepted at Buyer's risk.

GENERAL

Choice of Law. All sales of Goods by Seller to Buyer shall be governed by and in all respects construed according to the laws of the State of Ohio, including the Uniform Commercial Code as in effect from time to time. Any suit, civil action or other proceeding brought to enforce or interpret any of the terms and conditions of the sale of the Goods by Seller to Buyer shall be brought exclusively in the state courts located in Fulton County, Ohio, U.S.A.

F.L.S.A.: Seller warrants that in the performance of this contract it will comply with the Fair Labor Standards Act of 1938 and any amendments thereto.

No Modification. These terms and conditions as set forth herein shall constitute the whole agreement between Buyer and Seller. Any changes which Buyer requests shall be authorized only if in writing and signed by Seller. These terms and conditions shall be binding upon and incur to the benefit of the respective parties, their successors, and assigns.

Partial Inapplicability. Should any term or condition above, or any portion thereof, be invalid or inapplicable, the balance of such terms and conditions shall govern.

Non-Waiver. Any waiver or failure of Seller to require strict compliance with these terms and conditions in any respect shall not be deemed a waiver of Seller's right to insist upon strict compliance in other respects or thereafter in the same respect.