

TERMS AND CONDITIONS

1. PAYMENT TERMS AND CONDITIONS

A. Payments. Unless differing terms are contained on the Order Acknowledgment form, Payments for all purchases are due net 30 days from delivery with a 1% discount for payments received within 10 days of delivery.

B. Late Payment Penalty. If payment is not received by Supplier on or before the due date, Customer shall be in default under this Contract and late payment penalty shall be added to the total of each overdue invoice, in an amount equal to one and one-half percent (1.5%) per month of the total of each overdue invoice from the date following the due date until the date the balance is paid in full, or the maximum amount permitted by law (whichever is lesser). Customer hereby agrees to pay such late payment penalty in addition to the balance of each invoice.

C. Collection Costs. In the event that Customer's account is placed in the hands of an attorney or attorneys for collection, or for representation of Supplier in connection with bankruptcy or insolvency proceedings relating to Customer, Customer promises to pay, in addition to all other amounts otherwise due, the reasonable costs and expenses of such collection, foreclosure and representation, including, without limitation, reasonable attorney's fees and expenses (whether or not litigation shall be commenced in aid thereof).

2. PRICING, QUOTES AND ORDERS

A. Price Inquires and Quotes. The prices of items offered by Supplier are listed in Supplier's catalog, and the same are subject to change without notice. Supplier will respond to price inquiries for special order items that are not regularly offered by Supplier or that otherwise require special pricing consideration by issuing a "quotation" form. Customer must notify Supplier of any claimed discrepancy between the original inquiry and the Quotation at the time the order is placed. The price quoted in the Quotation will prevail only to the extent it represents materials actually ordered; any deviation therefore may require a price adjustment. Supplier shall not be bound by clerical errors made on a Quotation. Supplier may at any time in its sole discretion amend, modify, supplement and/or supersede its terms and conditions of sale.

B. Orders and Acknowledgment. Orders may be placed via telephone, email, fax, or E-catalog. All Orders are subject to these Terms and Conditions. Following receipt of an order of materials from Customer, Supplier will send to Customer a written acknowledgment of such order (an "Order Acknowledgment"). In the event of any claimed discrepancy between the materials ordered and the materials described on the Order Acknowledgment, Supplier will furnish materials as described in the Order Acknowledgment, unless notified by Customer prior to shipment. Supplier shall not be bounded by clerical errors made on an Order Acknowledgment. Supplier shall have the right to request a "Confirmation of Order Acknowledgment" from Customer prior to finalizing Order. Availability of materials is dependent upon stock on hand and is subject to change without notice.

C. Delivery. The date of shipment of ordered materials shall be as mutually agreed upon by Supplier and Customer and as contained on the Order Acknowledgment. In the event that Customer will be unable to accept delivery of the materials on the date specified on the Order Acknowledgment, Customer agrees to notify Supplier as soon as possible after receipt of the Order Acknowledgment and in any event before the delivery date. Customer may request an extension of the delivery date and the same may be granted by Supplier at its sole discretion.

All prices, agreements, contracts and delivery schedules are contingent upon Supplier's ability to procure materials. In the event that delivery is delayed due to a cause beyond Supplier's control, such as Act of God, labor disputes, accident, fire, weather, embargos, car shortage or other force majeure events, Supplier shall have no liability in connection with any such delays.

D. Shortages, Errors and Defective Material. All Orders must be inspected for damages and shortages and delivery errors when materials are presented for delivery. Defective material, shortages of material, order entry errors and shipping errors must be reported to Supplier immediately upon delivery. Customer will be required to sign a "Delivery Receipt" at time of delivery evidencing receipt of the Order and by signing the Delivery Receipt Customer is acknowledging that all materials were received in good condition and without shortage. Any concealed damage or shortage that could not have been determined upon reasonable inspection by customer at time of delivery must be reported to Supplier within 48 hours of delivery. All defective material or shortage claims must be filed before (1) installing or applying any finish thereto; (2) shipped to a job site; (3) or installed.

E. Changes, Cancellations and Returns. No change to or cancellation of specially ordered or shop-built items ("Non-Stock Items") will be accepted after the manufacture of such items has begun. No Non-Stock Items may be returned for a refund. In-stock material may be returned to Supplier at its sole discretion. Any material being considered for return to supplier must first be inspected by Supplier's representative. All returns require a "Return Goods Authorization" number which will be issued, if approved, by Supplier's Customer Service Department. Supplier's drivers are not able to accept material for return without a RGA number. On all returns accepted by Supplier, Customer shall be responsible for packaging the returned material properly. Failure to properly package the material for return may result in the non pick-up at the discretion of Supplier. Supplier is not responsible for any damage to material for improper packaging. If approved for return, and after final inspection of returned material by Supplier, Customer will receive a refund of the net invoice price less a handling, inspection and restocking charge of twenty percent (20%). No charge will be made for returns due to Supplier error.

F. No Sale Obligation. Nothing hereby shall be construed as an agreement by or an obligation of Supplier to sell products to Customer on credit items or otherwise.

3. SUPPLIER'S REMEDIES. Upon Customer's breach of any term of this Agreement, whether by wrongful rejection, repudiation, revocations of acceptance, or failure to make a payment as required hereunder or any other default, Supplier shall have the right to discontinue all deliveries to Customer. In addition, Supplier shall have all rights and remedies provided by the Uniform Commercial Code and all other rights and remedies available to Supplier under this Contract and/or these Terms and Conditions or any applicable law or equity. All such rights and remedies shall be cumulative and any waiver by Supplier of any of its rights and remedies shall not be construed as limited Supplier's recourse in any manner. Upon a breach by Customer, Supplier may recover all lost profit and reasonable overhead, as well as all incidental and consequential damages incurred by it, including, but not limited to, factor cancellation charges, shipping and freight charges, storage charges, processing fees, delivery charges, court costs and Supplier's reasonable attorney's fees (not to exceed the amount permitted by law).

Supplier may terminate the availability of credit to Customer at any time in its sole discretion whether or not a breach has occurred hereunder.

4. CUSTOMER'S REMEDIES. Customer shall accept delivery of conforming materials when delivered. In the event that Customer fails or refuses to accept delivery of conforming materials when delivered, Customer shall be deemed to have breached this Agreement. Customer's sole and exclusive remedy upon Supplier's tender of nonconforming materials is limited to repair or replacement of said nonconforming materials by Supplier, which shall be in the sole discretion of the Supplier. Supplier shall have a reasonable time, not to exceed six (6) months from the date of the nonconforming tender, to substitute a conforming tender, and Customer expressly agrees to cooperate fully with Supplier in procuring such conforming tender. In the event that Customer has a complaint with respect to any materials tendered, Customer shall notify Supplier of such complaint, in writing, within five (5) days following the tender.

In the event that Supplier is unable to deliver any item ordered by Customer for any reason not the fault of Supplier, Customer agrees to accept delivery all of items actually tendered to Customer, and Supplier's failure to deliver such other items shall not be deemed to be a default hereunder. Supplier shall credit to Customer's account an amount equal to the amount paid by Customer for such undeliverable item(s). In no event shall Supplier be liable for any incidental or consequential damages or losses sustained by Customer by reason of any nonconforming tender of failure to tender.

5. TITLE TRANSFER AND RISK OF LOSS. Title to the materials shall remain with Supplier until Customer receives physical possession of the materials. Risk of loss of the materials shall pass to Customer upon delivery of such materials to the Customer.

6. WARRANTIES. Supplier provides a LIMITED WARRANTY. THE GOODS SOLD UNDER THIS CONTRACT ARE PURCHASED SUBJECT ONLY TO THIS LIMITED WARRANTY AND SUPPLIER DOES NOT WARRANT THAT THEY ARE OF MERCHANTABLE QUALITY OR THAT THEY CAN BE USED FOR ANY PARTICULAR PURPOSE. A copy of the LIMITED WARRANTY can be found on Supplier's website and Supplier reserves the right to modify the same at any time and said modification shall apply to any materials sold and not delivered at time of modification.

7. ASSIGNMENT. All of Supplier's rights hereunder shall inure to the benefit of Supplier, its successors and assigns, and all obligations, covenants and agreements of Customer shall be binding upon Customer, its successors, assigns and personal representatives as the case may be.

8. SEVERABILITY. In case any provision (or any part of any provision) contained in this Agreement shall, for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision (or remaining part of the affect provision) of this Agreement or the Contract Documents, but this Agreement and Contract Documents shall be construed as if such invalid, illegal or unenforceable provision (or part thereof) had never been contained herein but only to the extent it is invalid, illegal or unenforceable.

9. CORPORATE STATUS. Each person signing this Agreement or any documents referenced herein on behalf of the Customer warrants that he is duly authorized to do so. If the Customer is not a corporation and subsequent to the making of this Agreement incorporates his business, with or without knowledge of Supplier, the Customer agrees to be jointly and severally liable to Supplier for any indebtedness incurred by such corporation.

10. GOVERNING LAW AND CHOICE OF FORUM. This Agreement and the Contract Documents shall be governed by and construed according to the internal law of the State of Pennsylvania. Supplier and Customer hereby consent and agree that the Common Pleas Court of Westmoreland County Pennsylvania will have exclusive jurisdiction over any legal action or proceeding arising out of or relating to this Agreement, and each party consents to the in personam jurisdiction of such Court for the purpose of any such action or proceeding. Each party hereby waives all rights it has or which may hereafter arise to contest such exclusive jurisdiction of the Court of Common Pleas Court of Westmoreland County, Pennsylvania.

11. EQUAL CREDIT OPPORTUNITY ACT. The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against any Customer on the basis of race, color, religion, national origin, sex, marital status, age (provided a Customer has the capacity to enter into a binding contract), derivation of the part or all of a Customer's income from a public assistance program, or a Customer's having in good faith exercised any right under the Consumer Credit Protection Act. The federal agency which administers compliance with this law concerning this creditor is the Federal Trade Commission.