

INTERNATIONAL DOOR PRODUCTS, INC.
STANDARD TERMS AND CONDITIONS

1. Formation of Contract. The terms set forth in this document are the sole terms for the sale of goods by International Door Products, Inc. (“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 the order or acknowledgment issued by a buyer of Seller’s goods (“Buyer”), or otherwise proposed by Buyer. Buyer’s acceptance of these terms shall be conclusively presumed by Buyer’s submission of a purchase order in response to this document, by confirmation of receipt of an acknowledgment by Buyer, or by payment by Buyer to Seller for goods provided. Any contract made for the sale of goods by Seller is expressly conditioned 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 price quoted by Seller does not include (i) all applicable taxes, including but not limited to local, state or federal sales, use, or excise taxes, (ii) any other products, services or work not specifically described in this document, and (iii) all shipping expenses. All excluded items shall be Buyer’s responsibility. Buyer shall reimburse Seller on demand for any excluded items that the Seller may be required to pay.

b. Price Increases. The price quoted by Seller shall be subject to any price increases by Seller after the date of the quotation to account for increases in Seller’s costs. The price shall also be subject to increases to accommodate multiple shipments, in the event Buyer does not desire shipment at one time of all the goods covered by the quotation.

3. Payment Terms. Payment in full on all invoices is due thirty (30) days after Seller’s invoice date. Seller reserves the right to not produce and/or deliver goods at any time should Buyer fail to pay for goods previously ordered or goods subject to a current order in accordance with Seller’s terms, and Buyer may not recover any damages from Seller resulting from Seller not producing and/or delivering goods in such instances. Unauthorized deductions on invoices will not be honored.

4. Shipping. Unless otherwise indicated, all quoted prices are F.O.B., Seller’s plant. Buyer is solely responsible for all shipping and insurance for the goods and shall bear all risk of loss or damage to the goods during transit. Freight may be prepaid by Seller at its option and added to the invoice. Buyer shall promptly inspect

all goods received from Seller and promptly inform Seller of any defects before using the goods. If Buyer in any way uses the goods or does not notify Seller of any defect within 60 days of shipping, Buyer is solely responsibly for any defects or mistakes in the order. Seller does not guarantee arrival dates of shipments.

5. Liability For Damages Or Delay. Seller shall not be liable for any loss, damage or delays in delivery or otherwise of any kind, including, but not limited to losses, damages or delays resulting from Buyer's mistake, shipping, failure of Seller's independent contractors to deliver the items hereby sold, government action or regulations, strikes, lockout, fire, explosion, theft, flood, riot, insurrection, war, malicious mischief or any act of God. In the event of such loss, Buyer shall remain liable for the full amount of the unpaid balance. Anything herein notwithstanding, it is agreed that Seller shall not be liable for any damage to property, injuries to persons, loss of profits or loss of use resulting from the shipping, delivery, installation or maintenance of any items sold hereunder and Buyer does hereby agree to indemnify Seller and agrees to hold Seller free and harmless from any and all such claims including the payment of reasonable attorneys' fees.

6. Limited Warranty and Disclaimer. The Warranty for IDP Entry-Fit™ Steel Frames manufactured by IDP Inc. is to the original consumer purchaser to be free from defects in material and workmanship for a period of one (1) year from the date of purchase.

This warranty is applicable only when the product(s) covered by it have been installed in accordance with the recommended written installation instructions of IDP Inc., with established building practices and have been accorded treatment which is considered good practice in the building industry regarding handling, storage and maintenance, and have been subject to only normal use. Because IDP Inc. cannot control the manner in which its products are handled after leaving its premises, this warranty does not apply to the finish or accessories of any product whatsoever. We exclude from this warranty any lock mechanisms or closer hardware, or other miscellaneous hardware, or any other door attachments, or doors which we do not manufacture or furnish. The warranty covers normal usage and excludes a product: with scratches or abrasions; that has been altered, improperly installed, abused or misused; that has been damaged by acts of nature; or that has undergone normal wear and tear.

ANY AND ALL IMPLIED WARRANTIES HERETO ARE LIMITED TO ONE (1) YEAR FROM THE DATE OF PURCHASE.

Any IDP Entry-Fit™ Steel Frame, or any parts thereof covered by this warranty which, upon inspection by an authorized representative of IDP Inc., are found by said representative to be defective will be repaired, replaced or, at the option of IDP Inc., the purchase price of the frame or part will be refunded and does not include labor, installation costs, finishing costs, or indirect or consequential damages of any nature. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

The Warranty for IDP Remodel Steel Frames manufactured by IDP Inc. is to the original consumer purchaser to be free from defects in material and workmanship for a period of one (1) year from the date of purchase.

This warranty is applicable only when the product(s) covered by it have been installed in accordance with established building practices, have been accorded treatment which is considered good practice in the building industry regarding handling, storage and maintenance, and have been subject to only normal use. Because IDP Inc. cannot control the manner in which its products are handled after leaving its premises, this warranty does not apply to the finish or accessories of any product whatsoever. We exclude from this warranty any lock mechanisms or closer hardware, or other miscellaneous hardware, or any other door attachments, or doors which we do not manufacture or furnish. The warranty covers normal usage and excludes a product: with scratches or abrasions; that has been altered, improperly installed, abused or misused; that has been damaged by acts of nature; or that has undergone normal wear and tear.

ANY AND ALL IMPLIED WARRANTIES HERETO ARE LIMITED TO ONE (1) YEAR FROM THE DATE OF PURCHASE.

Any IDP Remodel Steel Frame, or any parts thereof covered by this warranty, which, upon inspection by an authorized representative of IDP, Inc., are found by said representative to be defective will be repaired, replaced or, at the option of IDP, Inc., the purchase price of the frame or part will be refunded and does not include labor, installation costs, finishing costs, or indirect or consequential damages of any nature.

DISCLAIMER

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. THIS LIMITED WARRANTY IS THE SOLE AND EXCLUSIVE REMEDY OF BUYER AGAINST SELLER.

7. Buyer's Design Responsibility. This section shall apply to the extent that Seller's goods are produced according to Buyer's specifications. Buyer acknowledges that Buyer is not relying on Seller, nor does Seller have any responsibility, in any way for design or engineering with respect to the products or the adequacy of the specifications provided by Buyer. Buyer is solely responsible for determining whether to use any design, safety or other advice Seller may offer in the course of Seller's performance. Buyer shall defend, indemnify and hold Seller harmless against all product liability, product recall, and other claims, liabilities and expenses, including but not limited to reasonable attorney fees, incurred by Seller arising out of any claimed design or engineering defect relating to specifications provided by Buyer to Seller.

8. License Regarding Buyer's Specifications. Buyer grants to Seller an irrevocable nonexclusive royalty-free license to produce products pursuant to any specifications provided by Buyer. Buyer warrants that it has the authority to grant this license to Seller, and that neither the granting of this license nor Seller's manufacture of products produced according to Buyer's specifications will violate any agreement to which Buyer is subject, any patent or other intellectual property right to any party, or any applicable law.

9. Indemnification of Seller (General). Buyer shall indemnify, defend, and hold Seller and its shareholders, directors, officers, employees and agents harmless from all claims, liabilities, and expenses, including but not limited to reasonable attorney fees, sustained by Seller or its shareholders, directors, officers, employees and agents that are caused by any action of Buyer relating to the goods sold by Seller to Buyer.

10. Indemnification of Seller (Patents). Buyer shall indemnify, defend, and hold Seller and its shareholders, directors, officers, employees and agents harmless from all claims, liabilities, and expenses, including but not limited to reasonable attorney

fees, arising out of any claim of infringement of a patent, copyright, trademark, trade name, or other proprietary right, or claim of unfair trade or of unfair competition in connection with the manufacture, sale, or use of the goods sold to Buyer, except to the extent that any claim, liability, or expense arises solely from specifications developed by Seller.

11. 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.

12. Force Majeure. Any delay or failure of Seller to perform its obligations will be excused if and to the extent that it is caused by an event or occurrence beyond Seller's reasonable control, such as: acts of God; governmental actions; embargoes; fires; explosions; natural disasters; riots; wars; sabotage; terrorist acts; failures or delays by Seller's vendors; shortage or interruption of material, labor, transportation or utility services; or court injunction or order.

13. Cancellation or Change. Except as otherwise agreed by Seller in writing, a sale of goods 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 principles, made or incurred with respect to those items not completed, plus a profit of twenty-five percent (25%) on those expenses, less any net recovery to Seller on disposition of returned goods to others within a period of forty-five (45) days after the cancellation. 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.

14. Insurance. Seller shall have no obligation to maintain insurance in excess of Seller's usual business needs as determined by Seller in its sole discretion. Buyer shall insure the goods during shipment and afterward.

15. 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.

16. Confidentiality of Seller's Information. Any information disclosed by Seller to Buyer is confidential, and Buyer agrees not to use or disclose any of that information without Seller's prior written consent. Seller retains all patent, trademark and copyright rights to any intellectual property provided to Buyer. Buyer has no right to audit or otherwise review any of Seller's internal information, processes, or methods except as required by law.

17. Buyer's Default. Buyer is in default if any of the following occurs:

- a. Buyer breaches, repudiates, or threatens to breach any term in the contract between Buyer and Seller, or any of the terms set forth in this document or in any other agreement between Buyer and Seller, including but not limited to a failure to pay all sums when due;
- b. Insolvency of Buyer or filing of a voluntary or involuntary petition in bankruptcy with respect to Buyer;
- c. Appointment of a receiver or trustee for Buyer;
- d. Buyer's credit becomes impaired; or
- e. Execution of an assignment for the benefit of creditors of Buyer.

18. Seller's Remedies. In the event of Buyer's default, Seller may exercise any remedies available under applicable law, including but not limited to the following remedies:

- a. Seller may require payment in advance;
- b. Seller may suspend performance or cancel all or any part of the balance of any contract with the Buyer.
- c. Seller may recover possession of all goods provided to buyer by seller for which seller has not has been paid in full, it being expressly agreed that seller has a purchase money security interest in such goods until seller is paid in full for such goods; and

d. Buyer shall reimburse Seller for all damages suffered due to Buyer's breach, including but not limited to incidental, consequential, and other damages, as well as lost profits, actual attorney fees, and court costs.

The remedies in this document shall be cumulative and in addition to any other remedies allowed to Seller under applicable law. No waiver by Seller of any breach or remedy shall be a waiver of any other breach or remedy.

18. Authority of Agents. No agent, employee or representative of Seller has any authority to bind Seller to any affirmation, representation or warranty concerning the goods sold, other than specified in this form. Any affirmation, representation or warranty is expressly excluded and unenforceable.

19. General.

a. Compliance with Laws. Buyer warrants that it is and will remain in compliance with all federal, state and local laws, regulations and ordinances relating to the performance of its obligations under this document.

b. Setoff. In addition to any other remedy available to Seller at law or in equity, Seller has the right to deduct or setoff against any sums due to Buyer from Seller (whether or not arising from this contract) in order to reimburse Seller for any amounts due to Seller by Buyer (whether under this contract or otherwise).

c. Assignment. Buyer shall not assign its rights or delegate its duties under this document without Seller's prior written consent. Seller may assign to any third party its rights and obligations with respect to Buyer.

d. Entire Agreement and Amendment. This document contains all of the terms of the agreement between Seller and Buyer with regard to its subject matter and supersedes all prior oral or written representations, agreements, and other communications between Seller and Buyer. Any inconsistent or additional terms contained in Buyer's purchase order(s) are specifically rejected and shall not alter or modify the terms and conditions contained herein. The contract evidenced by this document may be amended only by a writing signed by Buyer and an officer of Seller.

e. Severability. All terms shall be enforced only to the maximum extent permitted by law. If any term is invalid or unenforceable, all other terms shall remain in effect.

f. State Law. The sale of in accordance with this document shall be governed in all respects by the laws of the State of Michigan without regard to its conflicts of law principles.

g. Jurisdiction and Venue. Seller and Buyer agree that any action arising out of the sale of goods in accordance with this document will be brought, heard and decided in Oakland County, Michigan. Buyer submits to the personal jurisdiction of any court within the jurisdiction of the United States District Court for the Eastern District of Michigan and any state court sitting in Oakland County, Michigan, and waives all jurisdictional defenses to the laying of venue in such courts.

h. Notices. All notices and other communications provided for in this document shall be in writing and shall be deemed to have been given when delivered in person to the recipient or 48 hours after depositing the same in the United States Mail, by certified mail, postage prepaid, addressed to the party at its last known address or at such address as such party shall direct by providing notice pursuant to this Section.

i. Expenses and Fees. All expenses and attorneys fees incurred by Seller in the collection of any amount from Buyer shall be the obligation of, and shall be paid by, Buyer.