

ALUMINUM DISTRIBUTING, INC. TERMS AND CONDITIONS OF SALE

- 1. CONDITIONAL ACCEPTANCE:** SELLER'S ACKNOWLEDGEMENT AND ACCEPTANCE OF BUYER'S ORDER IS CONDITIONED UPON THESE TERMS AND CONDITIONS OF SALE CONSTITUTING THE SOLE AND EXCLUSIVE TERMS AND CONDITIONS OF THIS ORDER. NO AMPLIFICATION, MODIFICATION OR VARIATION OF THESE TERMS AND CONDITIONS OF SALE WILL BE ACCEPTED BY SELLER UNLESS EXPRESSLY AGREED TO IN A WRITING SIGNED BY SELLER.
- 2. PRICES AND TAXES:** The prices for the products or services covered by this agreement are subject to change without notice to the prices in effect at the time of each shipment. Buyer shall pay all taxes applicable to the sale or delivery by Seller or subsequent use by Buyer of such products and services.
- 3. QUOTATIONS:** Quotes are furnished as a courtesy on an informational basis only and are governed by these terms and conditions of sale where applicable. All information quoted, including pricing, is subject to change at any time without notice.
- 4. LIMITATION OF LIABILITY:** Seller warrants that the products sold hereunder shall be free from defects in material and workmanship, except such defects as are commercially acceptable, and shall conform to standard specifications accepted by seller. Seller shall not be liable for any incidental or consequential damages for breach of warranty, whether express or implied, including without limitation any expense for the use, handling or sale of defective products. Seller's sole liability and Buyer's exclusive remedy for breach of any warranty is expressly limited, at Seller's option, to the repair of defective products or the replacement thereof at the original F.O.B. point or the repayment of the purchase price. Any claim for breach of warranty shall be deemed waived unless Buyer shall give Seller written notice of such claim promptly after and in no event later than 5 days after delivery and shall give Seller reasonable opportunity to investigate such claim and inspect the products. Replacement of defective products or repayment of the purchase price shall be made only upon return thereof after inspection by Seller and Buyer's compliance with written shipping instructions from Seller. The giving of or failure to give any advice or recommendation by Seller shall not constitute any warranty by or impose any liability upon Seller.

THE FOREGOING WARRANTIES ARE IN LIEU OF AND EXCLUDE ALL OTHER WARRANTIES OF PRODUCTS, FITNESS THEREOF FOR ANY PARTICULAR PURPOSE OR MERCHANTABILITY.

- 5. TOLERANCES AND ENGINEERING:** Unless otherwise expressly provided, products furnished by Seller are to be within Seller's size, gauge, temper and finish limits of manufacture and subject to Seller's standard tolerances for variations, including those in quantity. Technical specifications of products and their specific application are the sole responsibility of Buyer. Any information provided by Seller is done as a courtesy to buyer and is not to be considered as an Engineering specification, limitation, or application.
- 6. EQUIPMENT AND DIES:** Any fitting up charges named are to cover part cost of the necessary tools and fixtures, which shall be the sole property of the Seller and remain in Seller's possession or control for use exclusively in filling orders of Buyer. There will be no additional charge for upkeep or replacement of such tools or fixtures, but if, at any time, (a) a period of two years has elapsed since the receipt of any order of Buyer requiring the use of such tools and fixtures, (b) a petition in bankruptcy is filed by or against Buyer, or (c) Buyer makes assignment for the benefit of creditors, becomes insolvent, is dissolved or liquidated or otherwise ceases to conduct business, Seller may freely use or dispose of such tools and fixtures without responsibility to Buyer. Terms on tools, fixtures and fitting-up charges - Prepaid/Net Cash.
- 7. PAYMENT TERMS:** Payment terms shall be as stated on the front of this Order. Payment shall be made to a bank or other institution designated by Seller but shall not constitute final settlement of Buyer's account until accepted as such by Seller even if Buyer's check, draft, or money order provides otherwise. **Regardless of Buyer's direction to the contrary, payments are to be applied to the oldest invoice and finance or other charges first.** If Buyer fails to make timely payments or if, in Seller's opinion, either the financial condition of Buyer or Buyer's affiliates or other grounds for insecurity warrant such action, Seller may, without limiting its other remedies, (i) suspend shipments pending receipt of payment in advance or other security satisfactory to Seller or (ii) terminate this Order, in which event unpaid invoices shall become immediately due and payable. Buyer agrees to pay the maximum lawful service charge which may be assessed by Seller on unpaid invoices from their due dates, the maximum allowable service charge for any dishonored checks or other negotiable instruments and Seller's reasonable costs of collection, including but not limited to, reasonable attorney's fees. **BUYER SPECIFICALLY AND VOLUNTARILY WAIVES THE RIGHT TO A JURY TRIAL. VENUE FOR ALL SUCH ACTIONS SHALL BE IN BROWARD COUNTY, FLORIDA.**
- 8. GOVERNING LAW/BINDING ARBITRATION:** Buyer agrees to settle disputes, at Seller's discretion, through binding arbitration as selected by Seller. The laws of the State of Florida shall govern the validity, interpretation, construction, application, limitation, and effect of this order or contract.
- 9. TERMINATION:** This order or contract may be terminated by Buyer before completion thereof with Seller's written consent in which event, Buyer shall pay to Seller, at Seller's option, either:
 - On the underlying agreement, the sum of:
 - The Contract price for all products which shall have been delivered or completed prior to receipt of notice of termination and,
 - All actual costs incurred by Seller in connection with the uncompleted portion of the order or contract. Such costs shall include overhead and costs of material, any process or purchased for processing, for the order or contract, which materials shall belong to Buyer and,
 - Cancellation charges, if any, of Seller on account of its commitments made under the order or contract , or,
 - Liquidated damages;
 - Buyer thereby forfeiting its right to any prepayments or deposits, and any materials yet to be delivered.
- 10. TITLE TO GOODS/RETURNS:** A restocking fee of 15% will be charged on all returned items. **TITLE TO THE GOODS COVERED HEREBY SHALL REMAIN IN SELLER UNTIL PAYMENT IN FULL THEREFORE IS MADE AND SAID GOODS SHALL REMAIN AND BE CONSIDERED AS PERSONAL PROPERTY, SUBJECT TO REPOSSESSION BY SELLER IN CASE OF DEFAULT BY PURCHASER, IRRESPECTIVE OF BEING ATTACHED TO OR MADE PART OF ANY REALTY OR MANUFACTURED INTO A PRODUCT. THE SELLER ALSO RETAINS THE RIGHT TO CLAIM AND ENFORCE ANY AND ALL REMEDIES WHICH MAY BE ALLOWED BY LAW. IT IS UNDERSTOOD THAT THE TERMS OF PAYMENT ARE SPECIFIED IN THIS INVOICE AND THAT TIME IS OF THE ESSENCE. THIS AGREEMENT SHALL BE CONSIDERED TO BE IN DEFAULT IN THE EVENT A PAYMENT IS NOT TIMELY MADE.**

NO RETURNS ON CUT PIECES OR DISCOUNTED ITEMS.

- 11. FORCE MAJEURE:** Seller shall not be liable for failure or delay in performance under this agreement due in whole or in part to causes such as an act of God, strike, lockout or other labor dispute, civil commotion, sabotage, fire, flood, explosion, acts of any government, unforeseen shortages or unavailability of fuel, power, transportation, raw materials or supplies, inability to obtain or delay in obtaining necessary equipment or governmental approvals, permits, licenses or allocations, and any other causes which are not within the reasonable control of Seller, whether or not of the kind specifically enumerated above. Under any such circumstances, Seller shall have the additional time needed to complete its obligations and the right to allocate its available supply, in the manner it selects, to itself and among any or all customers, including but not limited to, its subsidiaries and affiliates.
- 12. ACCEPTANCE OF GOODS:** Acceptance by signing receipt of material is also acceptance of quantity and pricing of material and total due as invoiced. Delivery and acceptance at Buyer's place of business or a location specified by Buyer presumes signatory to be a valid agent of Buyer. **Buyer agrees to provide sufficient manpower and equipment necessary to receive, unload, and stock delivered items. Picked-up material is to be loaded and secured for transport by Buyer or his Agent. Seller assumes no liability for Buyer's transport of goods.**
- 13. INSPECTION CHARGES:** Where buyer requires tests or inspection not regularly provided by Seller, Seller may charge Buyer for the actual costs of such tests or inspection.
- 14. WAIVER:** Seller shall not be deemed to have waived any right, power, privilege, or remedy unless such waiver is in writing and duly executed by it. No failure to exercise, delay in exercising or course of dealing with respect to any right, power, or remedy shall operate as a waiver thereof by Seller or of any right, power, privilege or remedy. No exercise or partial exercise of any right, power, or privilege or remedy shall preclude any other or further exercise thereof by Seller or the exercise of any other right, power, privilege or remedy by Seller.