

EXCLUSIVE TERMS AND CONDITIONS OF SALE



Products, accessories, and supplies ("Product(s)") are offered by Koroseal Interior Products, LLC ("Koroseal") only on the following terms and conditions and only to those customers to whom Koroseal has directly sent a price list or quotation ("Customer"). POSSESSION OF A PRICE LIST OR QUOTATION BY OTHERS DOES NOT CONSTITUTE AN OFFER TO SELL PRODUCTS TO SUCH PARTIES. Additional terms and conditions of sale are shown on quotations or order acknowledgements issued by Koroseal for specific custom products. Any additional or different terms or conditions stated in any purchase order, acknowledgement, or other document issued by Customer in connection with its purchase of the Products will have no effect unless accepted in writing by the President or Vice President of Koroseal or the General Manager of the specific product line.

PRICES

All prices for Products quoted by Koroseal are valid for the period of time stated on the applicable quote. If no time period is stated, quoted prices are valid for thirty (30) days from the date of the quote. Quoted prices do not include any taxes or duties (including without limitation any sales taxes on the Products or freight) or any handling, rigging, uncrating, storage, or other charges incidental to shipment, delivery, storage, or use of the Products.

PAYMENT AND SHIPPING TERMS

Subject to credit approval, all terms are net 30 days from date of shipment as indicated on Koroseal's invoice, F.O.B. shipping point. Title and risk of loss shall pass to Customer upon delivery to the common carrier. All shipments will be made to those locations specified by Customer in its purchase order or telephone order.

Delivery is subject to availability and lead times required by Koroseal's production schedule.

CREDIT TERMS

Koroseal may establish and change the credit and payment terms extended to Customer when in Koroseal's sole opinion Customer's financial or previous payment record warrants such action, and Customer's order of Products hereunder constitutes an agreement to honor the credit and payment terms so established or changed. Customer will provide promptly upon request such financial information as may be reasonably required by Koroseal.

DEFAULT

If Customer does not pay any amount when due or does not meet any other obligation hereunder, then (in addition to any other remedies available at law or in equity) Koroseal may accelerate any balance due and require immediate payment thereof, may repossess the Products, and may resell the Products. The net proceeds of any such resale, after Koroseal's costs of repossessing, removing, transporting, reconditioning, refabricating, storing, and reselling the Products, and all other associated costs, will be applied to the unpaid balance owed by Customer. Customer will remain liable for any deficiency which remains after any such resale, and Koroseal will return to Customer all net proceeds in excess of Customer's unpaid balance. With respect to any delinquent payment(s), Customer will pay a finance charge at the rate of one and one-half percent (1½%) per month, or

at the maximum applicable lawful monthly rate of interest permitted by the laws of the state to which the Products are shipped, if lower, computed from the date each delinquent payment or accelerated balance shall have become due. Furthermore, in any action initiated to enforce the terms and conditions hereof following Customer's default, Koroseal shall recover as part of its damages all costs, expenses, and attorney fees incurred in connection with any actions taken on account of such default.

WARRANTY

Unless otherwise indicated on Customer's quote, Koroseal warrants to Customer that the Products sold by Koroseal will be free from defects in materials and workmanship for five (5) years from the date of shipment.

KOROSEAL INCLUDES INSTALLATION INSTRUCTIONS AND CLEANING INSTRUCTIONS WITH EACH PRODUCT SOLD.

Warranty coverage is subject to the condition that all Koroseal instructions for installation and care of the Products are followed. IF THE INSTALLATION INSTRUCTIONS DO NOT ACCOMPANY ANY PRODUCTS SOLD BY KOROSEAL, OR IF YOU ARE HAVING DIFFICULTIES WITH THE INSTALLATION OF ANY PRODUCT IN ACCORDANCE WITH THE INSTALLATION INSTRUCTIONS, CONTACT THE APPLICABLE SALES REPRESENTATIVE BEFORE INSTALLATION CONTINUES. In the event Koroseal determines that any Product supplied by Koroseal does not meet any warranty, Koroseal will replace each such Product or (at Koroseal's option) shall refund the net purchase price (after cash and other discounts). All warranty claims are subject to prorated charges for any service rendered during the warranty period.

No warranty claim will be allowed by Koroseal with respect to any Product purchased for further processing unless Koroseal is notified of any alleged defect within 30 days after Customer discovers such alleged defect and Koroseal is provided with reasonable opportunity to examine the Product. This warranty is subject to the further condition that Customer notifies Koroseal immediately in the event any Product at any time demonstrates any defect in materials or workmanship.

Warranty coverage does not include any defect or performance deficiency, which is the direct or indirect result, in whole or in part of accidental abuse, misuse, vandalism, or other damage or alteration of the Product(s) by persons other than Koroseal employees, combining incompatible products, use of incompatible materials, accessories, or supplies, fires, floods, and other similar and dissimilar natural causes, damage, neglect, alteration, or any impairment of the Product(s) resulting from causes or conditions not associated with ordinary storage, handling, installation, maintenance, service, or use, or any acts omissions, causes, or events beyond the control of Koroseal. Furthermore, warranty coverage does not extend to any defect in the Product(s) caused by (a) storage, handling, installing, or processing the Product(s) under environmental conditions exceeding those recommended by Koroseal or generally accepted by industry for the Product(s), or (b) any storage, handling, manufacturing, installation, or fabrication process used by Customer involving the Product(s), or (c) any

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failure to install or apply the Products in accordance with Koroseal's instructions or recommendations and generally accepted industry standards or practices for installation or use of the Products, accessories, or supplies.

THE WARRANTY SET FORTH ABOVE IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE, EVEN IF SUCH PURPOSE IS KNOWN TO KOROSEAL, AND IN LIEU OF ANY OTHER OBLIGATIONS OR LIABILITY ON THE PART OF KOROSEAL. KOROSEAL DOES NOT ASSUME (AND HAS NOT AUTHORIZED ANYONE TO ASSUME FOR IT) ANY OTHER WARRANTY OR LIABILITY IN CONNECTION WITH ITS PRODUCTS.

LIMITATION OF LIABILITY

CUSTOMER'S SOLE REMEDIES WITH RESPECT TO THE PRODUCTS ARE SET FORTH HEREIN. KOROSEAL WILL HAVE NO LIABILITY FOR ANY CONSEQUENTIAL, INCIDENTAL, OR SPECIAL DAMAGES BY REASON OF ANY ACT OR OMISSION ARISING OUT OF OR IN CONNECTION WITH ITS PRODUCTS, OR THE SALE, DELIVERY, INSTALLATION, MAINTENANCE, OPERATION, PERFORMANCE, OR USE OF ITS PRODUCTS, INCLUDING (BY WAY OF EXAMPLE AND NOT BY WAY OF LIMITATION) ANY DAMAGES, EXPENSES, OR LOSSES INCURRED BY REASON OF LOSS OF USE, LOST REVENUES, LOST PROFITS, DAMAGE TO ASSOCIATED EQUIPMENT OR TO FACILITIES, COSTS OF CAPITAL OR LABOR, COSTS OF SUBSTITUTE OR REPLACEMENT PRODUCTS, FACILITIES, OR SERVICES. COSTS ASSOCIATED WITH LOSS OF GOODWILL OR REPUTATION, COSTS ASSOCIATED WITH DOWNTIME, DAMAGES OR REPLACEMENT COSTS RELATED TO TOOLS, BUILDING MATERIALS, FURNISHINGS, OR DECORATIONS, AND ANY SIMILAR AND DISSIMILAR DAMAGES, EXPENSES, OR LOSSES, WHETHER ANY SUCH LIABILITY IS BASED ON CONTRACT, TORT, OR OTHER LEGAL OR EQUITABLE PRINCIPLES. IN NO EVENT SHALL KOROSEAL'S LIABILITY EXCEED THE NET PURCHASE PRICE OF THE PRODUCTS.

RETURN OF GOODS

Products may be returned only if authorized by Koroseal in writing, which may be given or withheld in Koroseal's sole discretion. **All requests for returns must be made in writing within thirty (30) days of buyer's receipt of the products.** Returns will not be accepted on open products or for any partial orders, or on any custom or non-stock orders. If Koroseal authorizes a return, Customer will receive a written Return Goods Authorization ("RGA") from Koroseal. Koroseal's issuance of the RGA shall be subject to Koroseal's inspection of the Product(s) for resale. In the event the Product(s) are returned to Koroseal, (i) a 35% restocking fee shall be charged to Customer; (ii) any quantity discount extended to Customer shall be recalculated and the increase cost charged to Customer; and (iii) Customer shall pay the cost of shipping the Product(s) to Koroseal, including Koroseal's shipping costs if Koroseal paid for the Product(s) to be delivered to the customer.

MISCELLANEOUS

These terms and conditions are to be interpreted under the laws of the state of Ohio without regard to that state's principles of choice of law.

Notwithstanding any other provisions, and in addition to all other conditions and exclusions set forth, Koroseal will not be liable for any delay or any default in performance caused by events beyond its control, including (by way of example and not by way of limitation) any acts of God, any acts of third parties, any acts of Customer or any of Customer's employees, agents, dealers, or representatives, acts of civil or military authorities, fires, floods, and other similar and dissimilar natural causes, riots, wars, sabotage, vandalism, embargoes, labor disputes, strikes, lockouts, or any lack or shortage of transportation, labor, materials, supplies, fuel, or power, delays in receiving any permits or licenses, delays caused by any court or administrative order, laws, regulations, proclamations, ordinances, or any government action or inaction, delays caused by contractors and subcontractors, or any delays resulting from any other cause or condition beyond Koroseal's control. In the event of any such delay or default, the time for performance of the obligations of Koroseal will be extended for a commercially reasonable period of time.

In the event any Product sold hereby is used by the Customer in a manner causing patent or copyright infringement, Customer shall hold harmless and indemnify Koroseal as to any and all damages and costs for which Koroseal may become liable because Koroseal is charged with contributing to or inducing said infringement, provided that said infringement is not caused solely by the construction or composition of the Product, regardless of the manner in which it is used.

Course of dealing, course of performance, course of conduct, prior dealings, usage of trade, community standards, industry standards, and customary practice or interpretation in matters involving the Product(s) or the design, sale, delivery, installation, use or maintenance of the Product(s) or of similar or dissimilar goods shall not serve as references in interpreting the terms and conditions hereof.

Koroseal reserves the right to allocate its available supplies among its customers on such bases as Koroseal may deem fair and practical under the circumstances without liability for any resulting failure of performance.

Customer's obligations are independent of any other obligations Customer may have under any other contract or account with Koroseal. Customer will not exercise any right of offset in connection with any balances due under the terms and conditions hereof or under any other contract or account with Koroseal.