

**ENGINEERED PROFILES LLC
GENERAL TERMS AND CONDITIONS OF SALE**

1. TERMS EXCLUSIVE. This document, comprised of the terms of sale below and those, if any, appearing on the reverse side hereof (collectively, the "Document") constitutes the complete and final agreement by which Engineered Profiles LLC ("Seller") offers to sell and Buyer accepts such offer and agrees to purchase the goods described in this Document ("Goods"). It may not be added to, modified or superseded by act of any agent, employee or representative of Seller, except in a writing signed by a Seller's President or Chief Operating Officer, even though other terms may appear on Buyer's documents (all of which are objected to and rejected by Seller without further notice). This Document is expressly conditioned upon Buyer's consent to any terms contained herein that are additional to or different from those contained in Buyer's documents. Buyer's acceptance of Seller's performance shall constitute Buyer's acceptance of the terms in this Document. In the event of a conflict between the terms set forth below and those on the reverse side hereof, the latter will control.

2. PRICES. The price of Goods does not include sales, excise, or use taxes or any tariffs, customs duties, imposts, demurrage, packaging, crating, freight or insurance charges or expenses to be incurred in the sale of Goods, which shall be paid for the account of and paid or reimbursed by Buyer. In the event Buyer's order is changed in any respect (if and when permitted by Seller), Seller may adjust the price accordingly.

3. PAYMENT, CREDIT APPROVAL. Unless otherwise stated on the invoice, terms of payment are net 30 days from date of invoice and payment shall be due and payable in one installment. Any payment not made to Seller on time shall be subject to a service charge of 1-1/2% per month on the unpaid balance until paid. All credit sales and the terms thereof are subject to Seller's continuing credit approval. If the credit of Buyer becomes impaired or unsatisfactory to Seller, Seller reserves the right to demand cash or satisfactory security before making further shipments. Upon Buyer's failure to provide cash or satisfactory security, Seller may discontinue the shipment of Goods and cancel all orders with Buyer, thereby terminating all obligations on the part of Seller for the delivery of the Goods or any part thereof without liability to Buyer. Remittances will be received by a bank simply as clearing agency. The receiving bank has no authority to determine whether or not the amount remitted constitutes payment in full. Remittances marked to indicate payment in full will be deposited by the bank with full reservation of all our rights notwithstanding such markings, and such deposit shall not indicate Seller's acceptance of the remittance as payment in full unless the remittance actually constitutes payment of all sums owed.

4. DELIVERY. The Goods, and services, if any, shall be delivered F.O.B. point of shipment. Buyer shall pay all costs and expenses incurred after the F.O.B. point of shipment and title to and risk of loss to the Goods shall pass to Buyer upon acceptance of a shipment by a common carrier, or designated shipper, allocation of Goods at premises other than Seller's, or delivery to Buyer's representative or designee, whichever first occurs. Buyer shall notify Seller in complete detail as to shipping and delivery dates and places. Should Buyer's delivery instructions be delinquent, Seller shall have the right to designate the method and route of shipment, freight collect, and to insure, at Buyer's expense with an insurer selected by Seller, the full value of Goods so shipped. Seller may, at its election, deliver Goods in one or more installments. All such installments shall be separately invoiced and paid for when due without regard to subsequent deliveries. Seller's shipment of Goods varying not more than ten percent in quantity from the amount ordered shall be considered a fulfillment of the order.

5. DELAYS. Shipments made within 10 days after the scheduled delivery date shall be deemed to have fulfilled the order. In any event, Seller shall not be liable to Buyer for any damages claimed to have resulted from any delay in the delivery of Goods unless time of delivery is expressly stated herein to be of the essence.

6. INSPECTION. Buyer shall inspect Goods promptly upon receipt. All claims for alleged defects in Goods resulting from their failure to conform to the warranty provided in Section 7, subject to the terms herein, and any right of rejection or revocation of acceptance are waived if (a) Buyer fails to give Seller notice of any claim within 30 days after tender of delivery of Goods or (b) Buyer has cut or used the Goods or done any other act inconsistent with rejection or revocation of acceptance (except for reasonable tests and inspection quantities). Buyer shall afford Seller prompt and reasonable opportunity to inspect all non-conforming Goods and Seller must give written authorization before Goods may be returned for credit. Seller's invoiced weights, volumes, sizes and tares shall govern unless proved incorrect by more than one percent and Seller's shop drawing shall control, subject to the dimensions, tolerances, and variances set forth therein, and if none are stated, then subject to those dimensions, tolerances, and variances accepted within the industry that are applicable at the time of manufacture, whether arising by publication or usage of trade. In the case Goods drop-shipped directly to customers of the Buyer, Buyer shall bear sole responsibility for timely compliance with the notification provisions of this Section 6.

7. WARRANTY, DISCLAIMERS AND LIMITATIONS OF REMEDIES. Seller warrants that (a) the Goods will conform to the samples accepted by Buyer or to the specifications set forth in Seller's control shop drawings or prints, subject to the dimensions, tolerances and variations set forth in Seller's control shop drawings or prints or, if none are stated, then subject to those variations and tolerances accepted within the industry that are applicable at the time of manufacture, whether arising by publication or usage of trade, and (b) the Seller has good title to the Goods transferred. Provided Buyer complies with Section 6, nonconforming Goods will be repaired, replaced or credited (at the purchase price plus reimbursement of reasonable freight charges), at Seller's option.

Except as set forth above, Seller makes no other warranties concerning the Goods whatsoever. **SELLER DISCLAIMS AND EXCLUDES ALL OTHER EXPRESS WARRANTIES AND ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.** Buyer agrees that Seller's obligation described in this Paragraph 7 is the sole remedy bargained for by Buyer IN LIEU OF ALL OTHER EXPRESS AND IMPLIED WARRANTIES. In no event will Seller's liability exceed the paid purchase price of the Goods. Seller's obligations described in this Section 7 will be BUYER'S SOLE AND EXCLUSIVE REMEDY AGAINST SELLER FOR ANY LIABILITY WITH RESPECT TO THE GOODS WHETHER ANY CLAIM FOR RECOVERY IS BASED UPON OR ARISES OUT OF THEORIES OF CONTRACT, NEGLIGENCE, TORT (INCLUDING STRICT LIABILITY) OR OTHERWISE. **IN NO EVENT WILL SELLER BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES.**

8. PERMISSIBLE VARIATIONS. Without the giving of notice to Buyer, Seller may, prior to the delivery of Goods to Buyer, (a) make any changes in the composition or fabrication of the Goods which, in the opinion of Seller, do not affect the general characteristics or properties of the Goods and (b) make any change or any variation in the Goods, whether of quality or quantity, which is within governmental or professional standards or specifications applicable at the time of manufacture and such variations shall be deemed to have fulfilled the terms hereof.

9. STATUTORY COMPLIANCE. Seller certifies that the Goods produced by it were produced in compliance with all applicable requirements of the Fair Labor Standards Act of 1938, as amended, and the Regulations and Orders of the Administrator of the Wage and Hour Division issued under Section 14 thereof. Seller continues to attempt to comply with all applicable Ohio

and federal laws. However, Seller is not responsible for compliance with any laws or regulations applicable to the Goods, or with any product standard or specification, whether of general or particular application, unless Buyer has furnished specific written notice thereof prior to Seller's entry of Buyer's order. Export sales are governed by the United States Export Administration Regulations, and any diversion of Goods contrary to United States law is strictly prohibited.

10. FORCE MAJEURE. Seller shall not be liable for failure to deliver or delays in delivery caused by acts of God, acts of Buyer, rules, or regulations of any governmental authority (civil or military, executive, legislative, or otherwise), strikes or other concerted acts of workers, lock-outs, labor difficulties or controversies and adjustments thereof, fires, floods, storms, accidents, earthquakes, tidal waves, or other natural disasters, epidemics, war, riots, rebellion, sabotage, insurrection, difficulties, or delays in public transportation or in public or postal delivery services, car shortages, fuel shortages, inability to obtain Seller's usual sources of supply (including disruptions precluding receipt of delivery against supply, forward, and future contracts), inability to obtain suitable or sufficient energy, labor, machinery, facilities, supplies, or materials, as or when required, or by any other circumstances beyond Seller's reasonable control, whether of similar or dissimilar nature. Seller shall have the right, in its sole discretion, to allocate its available production, deliveries, services, raw materials, or other resources among any or all purchasers, as well as among departments, subsidiaries, and affiliates, upon any such basis as Seller may determine, without liability to Buyer.

11. BUYER'S ADDITIONAL UNDERTAKINGS. Buyer warrants that to the best of its knowledge and belief, the furnishing of Goods or any product hereof will not infringe upon the patent rights of any third party, and Buyer agrees, at its sole expense, to defend, indemnify, reimburse and otherwise save Seller harmless against any and all liabilities, costs, or expenses (including attorneys' fees) for actual or alleged infringement of any Letters Patent or mask work right or other intellectual property right which may arise from the manufacture, sale or use of the Goods. Buyer assumes all risks and liability for results obtained by any use of any Goods whether used singly or in combination with other substances. If Seller makes or has made representations or recommendations as to use of the Goods, any reliance or acting thereon shall be at Buyer's sole risk and responsibility.

12. SPECIAL GOODS, TOOLING AND DIES. Buyer shall furnish and promptly inspect all specifications for specially manufactured Goods, tooling and dies and all drawings, models and samples thereof or related thereto. Failure to inspect promptly and make objection shall constitute acceptance. In addition, the following shall apply:

a) Seller's shop drawing shall control, subject to the dimensions, tolerances, and variances set forth therein, and if none are stated, then subject to those dimensions, tolerances, and variances accepted within the industry that are applicable at the time of manufacture, whether arising by publication or usage of trade, unless otherwise mutually agreed upon by the parties' authorized representatives in a separate writing that makes specific reference to the critical dimensions required for such specially manufactured Goods.

b) Upon completion of extrusion tools, sizing fixtures and/or fabrication equipment, samples will be submitted for approval. It is understood that parts made in accordance with approved samples and Seller's control drawings are deemed to have fulfilled this order. Changes made on original specifications after receipt of tooling order are subject to charge for cost of reworking tooling involved and piece price.

c) Quoted lead time is the time required to produce samples for approval, commencing after receipt of firm order and all necessary information required to start tooling design.

d) Quoted development cost or part cost sample charge (i) is a fee which includes only a portion of the investment and costs necessary to develop the equipment to produce the Goods and (ii) does not include the cost of the tool, or any components or accessories which might be required in a production run to produce Goods. As a consequence, title and ownership in and of all drawings, tools and equipment, and sole possession thereof, are to remain with Seller at Seller's plant, subject to exclusive production use for the benefit of Buyer.

e) Unless otherwise stated in the quotation, the development cost or part cost sample charge is deemed and payable in full when acceptable samples have been received by Buyer.

f) Tooling will be maintained in working order and kept in storage without charge for 12 months from date of last production order. Tooling not used for this period of time will be considered, without additional notice to Buyer, obsolete and subject to disposal or other use or disposition at Seller's discretion. Seller, at its option, may attempt to notify Buyer that Seller plans to dispose of the tooling before actually taking this step.

g) Even though Seller warrants those specially manufactured Goods in accordance with the terms of Section 7, Buyer recognizes that it is difficult to predict whether any project will be successful until production runs have been made. Seller does not guarantee any results, and in no event shall Seller be liable if proven unsuccessful in producing such specially manufactured Goods, tooling and/or dies. Further, as set forth above, Seller shall not be liable, in any event, for indirect, special, incidental or consequential damages resulting from Seller's performance or failure to perform hereunder, or the furnishing, performance, or use of any Goods sold pursuant hereto, whether due to breach of contract, breach of warranty or otherwise.

h) As an inducement to Seller's engineers to provide assistance in Buyer's design of new Goods, Buyer agrees that (i) Seller makes no representations or warranties and undertakes no liability whatsoever with respect to any Goods or any product into which the same is or may be integrated into and (ii) Buyer will hold Seller harmless from all costs and expenses and defend Seller from any claim with respect thereto by any user, purchaser, or other person (including reimbursement of any attorneys' fees and costs of defense incurred by Seller). Seller recommends that Buyer test any Goods thoroughly to determine their effectiveness for Buyer's purposes.

13. MISCELLANEOUS. Sales of Goods hereunder are governed by Ohio law (regardless of the laws that might be applicable under principles of conflicts of law). If any of the provisions hereof are deemed invalid, illegal or unenforceable, the remaining provisions shall in no way be affected or impaired thereby. No right, interest or obligation herein may be assigned by Buyer. Seller may freely assign this Document. Seller's rights and remedies herein are cumulative and in addition to any other rights or remedies provided by law or in equity, all of which Seller may exercise at any time and from time to time. Upon the occurrence of any default herein by Buyer, Buyer will pay to Seller all attorneys fees, court costs and expenses incurred by Seller in connection therewith. Seller's waiver of Buyer's performance, inaction with respect to Buyer's breach of any provision herein, or failure to enforce any provision herein, will not be deemed a waiver of future compliance therewith or a course of performance modifying such provision. Buyer and Seller hereby submit to the sole and exclusive jurisdiction and venue of state and Federal courts in Ohio with regard to any litigation resulting from the sale of Goods hereunder.