

GENERAL TERMS AND CONDITIONS TO PURCHASE OF PRODUCT

1. General. These General Terms and Conditions of Sale (“General Terms”) govern the offering, manufacturing, fabrication, sale, and delivery of goods (as is applicable) (hereinafter collectively referred to as “Product”) from Vinylmax LLC d/b/a Vinylmax Windows (“Seller”) to customer (“Buyer”) as set forth in Seller’s accompanying quote, proposal, or order acknowledgment (“Quote”) attached hereto or provided herewith. These General Terms the Quote and the Limited Warranty (as defined herein below) collectively constitute the entire “Agreement” between Buyer and Seller for the purchase of the Product. If any term set forth in the Quote conflicts with any term in the General Terms, the Agreement shall be construed in favor of the Quote.

2. Acceptance. Any of the following acts by Buyer will constitute acceptance of the Agreement (and not a counteroffer): (a) issuance of a purchase order with regard to Seller’s Quote; (b) conduct or communication agreeing to accept delivery of the Product; or (c) acceptance of Product provided by Seller in connection with Seller’s Quote. Buyer’s acceptance of this Agreement incorporates these General Terms exclusively. Seller does not agree to and hereby expressly rejects any terms included in Buyer’s acceptance that modifies, supplements, reduces, adds to, varies from, or in any conflicts with these General Terms, including any terms set forth in Buyer’s purchase order. Any conflicting terms will be void and unenforceable unless expressly accepted by an authorized representative of Seller in a writing that specifically references these General Terms.

3. Conditions. For those sales of Product being manufactured and fabricated specifically for Buyer, Buyer acknowledges Buyer is responsible for the sizes and dimensions of same to be manufactured. Product which Buyer requests be delivered to a designated address, may be subject to freight and delivery charges. Buyer may request that Seller warehouse the Product at Seller’s factory rather than accept them on the delivery date. Such arrangements may be available if Seller has sufficient storage room at the time of Buyer’s request. In such event, Seller will add a charge for storage of \$5.00 per window/per day and \$10.00 per door/per day. In the event that the Product are stored in Seller factory, the Product shall be made available to the Buyer for inspection, and the Product shall be deemed accepted and delivered as of the date of delivery regardless of whether Buyer chooses to inspect the Product. Buyer may not claim a default or breach of or terminate or cancel an installment contract if a non-conforming delivery is made, regardless of whether the non-conformity substantially impairs the value of the entire installment contract. Buyer shall accept subsequent deliveries of conforming Product. Buyer shall have the right to reject non-conforming Products within a reasonable time after delivery subject to Seller’s consent, and in such event, Seller shall cure any such rejection by delivering conforming Products to the Buyer as soon as practicable.

4. Cancellation. A sale cannot be cancelled by the Buyer without Seller’s prior written consent. Upon Seller’s consent: (i) Seller shall retain all payments made pursuant to the sale, and (ii) Buyer shall comply with such other terms and actions upon which Seller conditions its consent before the cancellation becomes effective. Seller may elect to cancel a sale if Buyer fails to pick up or take delivery of the Product from Seller’s factory within thirty (30) days after the Products are ready for delivery. Buyer shall remain obligated to pay for all Product completed and in the process of being manufactured prior to Seller’s consent to the Buyer’s cancellation as well as any storage fees (as described herein) incurred.

5. Pricing. The price for the Product is set forth in Seller’s Quote which are subject to change, without notice to Buyer, in order to conform with Seller pricing indices and policies in effect on the date Seller commences manufacturing the Products. Unless otherwise set forth in such Quote, prices exclude freight, insurance charges, assembly, testing and inspection fees, sales, use, franchise, license, excise and other taxes in connection with the manufacture, sale or delivery, and import duties. Seller is required by law to charge and remit sales tax in certain States based on the delivery address of the order, unless the Buyer provides Seller with a tax exemption certificate. In all other States, it is the Buyer’s responsibility to pay

the sales tax (or use tax) directly to appropriate State taxing authority. There is an additional charge for Shop Drawings by Seller.

6. **Payment Terms.** Payment terms are set forth in the Quote. If Buyer is delinquent in the payment of any invoice, or is otherwise in breach of this Agreement, or if Buyer's conduct or financial condition gives rise to Seller's insecurity regarding payments from Buyer, Seller may in its sole and absolute discretion withhold shipment (whether the whole shipment or partial shipment) of any order, or may, at its option, require Buyer to prepay for further shipments. Overdue amounts will accrue interest on a daily basis as calculated on at a rate of one and one half percent (1.5%) per month or the maximum legal interest rate. Subject to applicability based upon local state laws, all credit card purchases are subject to an additional two percent (2%) credit card processing fee.

7. **Returns.** Product cannot be returned without Seller's prior written consent and shipping instructions. Freight or other shipping charges on Product authorized for return must be prepaid by the Buyer. Seller reserves the right to refuse or reject unauthorized returns. Seller's retention of an unauthorized return shall not deem the return to be an authorized return. Seller's receipt and retention of any return shall not be an admission that the Products do not conform to specifications and/or possess material and/or workmanship defects.

8. **Security Interest.** In order to secure payment for any tangible Product purchased under this Agreement, Buyer hereby grants Seller a security interest therein and authorizes Seller to file or execute any documentation necessary to perfect Seller's interest hereunder as permitted by law, including, without limitation, a UCC financing statement. Seller shall not either partially or fully waive its legal rights to any form of lien. Any waiver of Seller's lien rights must be effectuated by forms prepared by Seller's legal counsel.

9. **Delivery Terms.** Delivery occurs upon either: (i) the Buyer's receipt and/or pick up of the Product at Seller's factory; Any delivery dates are merely an estimation and are subject to change. If Buyer delays or rejects delivery after notification from Seller that the Product is ready for delivery, Seller may store the equipment at Buyer's risk, in or outside of Seller's facilities, at Buyer's sole cost. Two (2) hours free unloading per stop. All additional time is subject to detention charges and penalties. Buyer assumes risk upon delivery at Seller's facilities and will be responsible for insuring Product during shipping.

10. **Limited Lifetime Warranty.** Seller is providing an express limited lifetime warranty for as long as the purchaser of the Product(s) owns and occupies the residence where the Product(s) are installed as set forth in the document on Seller's website which is currently located at the following web address https://www.vinylmax.com/wp-content/uploads/2018/09/VinylmaxWarranty_SR1_71618.pdf (the "Limited Warranty"). The Limited Warranty and its location on the Website may be changed from time to time at the discretion of Seller. The applicable Limited Warranty shall be the version in effect at the time of purchase of the Product(s). The Limited Warranty is hereby incorporated herein by reference. The Limited Warranty, as supplemented by the following terms in this Section set forth the only obligations of Seller, and the exclusive means of remedy related to this Agreement regardless of basis or legal theory. The foregoing terms shall serve to clarify and supplement but shall not in any way limit the scope and/or applicability of the Limited Warranty. In the event of any conflict between these General Terms and the Limited Warranty shall govern.

The warranty holder must provide Seller with safe and reasonable access to the Products which will be repair and/or replaced under this warranty. Shipping and delivery charges may apply to any warranty claim at Seller's sole discretion. Seller's limited warranty does not cover Product that exceed maximum AAMA tested dimensions, Product with special ordered secondary paint finishes that do not meet AAMA testing criteria, or Product with non-extruded two-tone coat finishes; fading or color changes due to normal aging,

weathering, or excessive sun exposure, subjection to undue stresses caused by the building settlement and/or movement, applied grids or exterior grids, defects caused by accidents, earthquakes, hurricanes, tornadoes, acts of god, or terrorism, war, riot, or civil disorder, improper installation, improper maintenance, abuse or misuse of products, application of film to glass surface, slight variation or variations in glass color; glass breakage, stress cracks to glass [Customers purchasing Low-E glass in combination with tinted or laminated glass are recommended to use tempered or heat strengthened glass to reduce the likelihood of stress cracks], glass scratches as defined in ASTM standard specifications for flat glass C1036-85, installation of Product near high humidity areas (pools, saunas, hot tubs, etc.), damages caused by objects or airborne pollutants (such as acid rain or salt spray) to applied finishes, hardware finishes, screen breakage or modifications to products by the Buyer or Buyer's contractor, exposure to harsh chemicals, sealants, tapes or other corrosive building materials, or by installation and use outside of the usage parameters, the use of parts not manufactured, supplied or sold by Seller, or installation of Seller Product into structures that do not allow appropriate water/moisture drainage, or products made beyond standard production limits or which incorporate non-standard materials or components installed at Buyer's request. Seller's limited warranty on insulated glass shall only apply to glass, which is factory insulated by Seller, Seller does not warrant the quality of glass which is insulated by third parties. Nevertheless, Seller may, at its sole discretion, pursue warranty claims to which it is entitled to by third parties on behalf of the Customer, however, Seller does not guarantee the ultimate results of warranty claims made to third parties. Condensation or frost on exposed surfaces is not a defect but may be the result of excessive humidity within the structure and a difference between the interior and exterior temperatures and is not covered under this warranty. Seller Product may contain inert gas that is intended to improve the thermal quality of the Product. However, the best manufacturing methods cannot guarantee that the initial fill rate of inert gas will be maintained during the Product lifetime and Seller makes no such guarantee. Seller does not guarantee the presence of inert gas or any thermal performance related to inert gas. Seller, under all circumstances, reserves the right to charge the claimant administrative or visiting fees.

EXCEPT AS SET FORTH HEREIN SELLER EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE PRODUCTS, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR ARISING FROM THE COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE. NO PERSON IS AUTHORIZED TO MODIFY SELLER'S WARRANTY OBLIGATIONS AS SET FORTH HEREIN. WARRANTIES MADE BY ANYONE OTHER THAN SELLER ARE NOT BINDING ON SELLER.

11. Limitation of Liability. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING LOST PROFITS, LOSS OF USE, DIMINUTION IN VALUE, LOST REVENUE, OR LOST BUSINESS OPPORTUNITY. In no event will Seller's liability on any claim of any kind, for any loss or damage connected with any Product or this Agreement exceed the price of the Product which gives rise to any such claim. Buyer must within thirty (30) days after Buyer discovers or should have discovered any breach of this Agreement notify Seller of such breach or be barred from any remedy. Any action resulting from any breach on the part of Seller as to this Agreement or the Product delivered hereunder must be commenced within one (1) year after the cause of action has accrued or be barred from any remedy.

12. Seller's Indemnity. Seller shall defend, indemnify and hold harmless Buyer and its directors, officers, employees, attorneys, representatives and agents from and against all damages, losses, liabilities, expenses, claims, demands, suits, penalties or judgments or administrative or judicial orders (including reasonable outside attorneys' fees and expenses) ("Claims") incurred, assessed or sustained by or against Buyer or its directors, officers, employees, shareholders, attorneys, representatives and agents with respect to or arising out of: (i) any allegation that any Product infringes any patent, trade secret or other proprietary

or protected right to the extent that the Claim in respect thereof arises out of the use of Seller's Intellectual Property Rights or information or any third Party intellectual property or information (other than information or intellectual property of Buyer) or (ii) any third party claim for personal injury or property damage arising as a result of Seller's gross negligence in design, manufacture, or the sale of any Product; provided, however, that this indemnity does not extend to any claim to the extent that it arises from or relates to Buyer's negligence in the design, manufacture, or the sale of any product of Buyer. The provisions of this Section shall survive the termination or expiration hereof. Seller, its successors and assigns, shall bear, pay and discharge when and as the same become finally adjudicated to be due and payable, any and all Claims against Buyer described in this Section and shall assume, with legal counsel reasonably acceptable to Buyer (provided that Buyer hereby agrees that Seller's engagement of its current legal counsel, Barron, Peck, Bennie & Schlemmer, Co. LPA, would be acceptable to Buyer), the burden and expense of defending Claims of any description with any and all Persons or Governmental Authority arising out of any of the occurrences set forth in this Section, provided, that Buyer shall be entitled to participate, at its expense, in any such proceedings with its own legal counsel.

13. Buyer's Indemnity. Buyer shall defend, indemnify and hold harmless Seller, affiliates of Seller and their respective directors, officers, employees, attorneys, representatives and agents from and against any and all Claims incurred, assessed, or sustained by or against Seller arising out of or related to: (i) the negligent acts or omissions of Buyer or affiliates of Buyer or agents of Buyer relating to Buyer's design, manufacture or sale of any product of Buyer incorporating any Product provided by Seller; (ii) Buyer's failure to comply with any applicable law, regulation or order (including environmental laws, regulations and orders), (iii) any third party claim for personal injury or property damage arising as a result of Buyer's negligence in design, manufacture, or sale of any product of Buyer incorporating the Product; or (iv) any third party claim that the manufacture or sale of any Product, if designed by Buyer, violates the trade secret or intellectual property rights of such third party, including, without limitation, any patent rights, copyrights, or trademark rights of such third party. The provisions of this Section shall survive the termination or expiration hereof. Buyer, its successors and assigns, shall bear, pay and discharge when and as the same become due and payable, any and all Claims against Seller described in this Section and shall assume the burden and expense of defending Claims of any description with any and all Persons or Governmental Authority arising out of any of the occurrences set forth in this Section, provided, that Seller shall be entitled to participate, at its expense, in any such proceedings with its own legal counsel.

14. Insurance and Related Indemnification. Seller maintains commercial, general liability, workers' compensation, and employer's disability insurance. Buyer, to the fullest extent permitted by law, shall indemnify, defend, save and hold harmless Seller, its shareholders, subsidiaries, affiliates, attorneys, agents, and employees from, and against all liability, claims, damages, losses, demands, actions, suits, costs, fees and expenses of any nature whatsoever which are claimed to arise out of or be connected with the site or place where the Buyer installs and/or delivers Seller's Product, regardless of whether any such loss is attributable to bodily injury, sickness, disease, or death, or injury to or destruction of tangible property, including a loss with respect to use resulting there from. Such indemnification shall be provided to the extent that the loss is caused in whole or in part by any negligent act or omission of the Buyer or anyone directly or indirectly employed by the Buyer or anyone for whose acts the Buyer may be liable, or for whom the Buyer may be or is in any way, by contract or otherwise, directly or indirectly, required, or may be required to provide indemnification, defense and/or to save and/or hold harmless from loss, but only to the extent that such loss is not caused, in whole by Seller.

15. Force Majeure. Neither Party shall be liable for its failure to perform any of its obligations under this Agreement (other than any obligation to make payments) due to any circumstances beyond its control,

including, without limitation, acts of government, riots, civil unrest, acts of terrorism, disturbance, war, strikes, plagues, pandemics/epidemics (including without limitation COVID-19 as well as continuing or intermittent changes of law, regulations, restriction on anything related thereto) fire, flood, and other natural disasters or any change in law affecting Seller's business or the transaction contemplated, or any other cause beyond the reasonable control of the Seller, provided that the Party experiencing the delay promptly notifies the other of the delay.

16. Successors and Assigns. This Agreement will be binding upon and will inure to the benefit of the Parties hereto and their respective representatives, heirs, administrators, successors, and assigns. This Agreement will not be assigned to any third party without the consent of Seller. In event of an assignment with Seller's consent, any outstanding balance shall be paid immediately by either the Buyer or the successor/assigns prior to such assignment being effective. Any attempt to assign without settling any outstanding balance shall be void ab initio. This Agreement and the obligations of Seller hereunder may be assigned to any entity subsidiary to or affiliated with Seller without notice to or consent of Buyer.

17. Compliance with Laws. Seller makes no representation as to compliance of the Product furnished hereunder with any law, rule, regulation, or ordinance of the United States, a State, or local government, or any other governmental agency which may in any way be applicable to the manufacture, sale, or performance of the Product furnished hereunder.

18. No Waiver/Cumulative Remedies/Severability. No waiver by either party of any provision of this Agreement will be deemed a waiver of future compliance, and such provision, as well as all other provisions herein, will remain in full force and effect. No failure to exercise or any delay in exercising on the part of any Party, any right, power or privilege hereunder, shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided are cumulative and may be exercised singly or concurrently and are not exclusive of any rights or remedies provided by law. Each provision of this contract is severable and, in the event that any one or more thereof may be declared invalid, the remainder of this agreement will nevertheless remain in full force and effect to the fullest extent of applicable law.

19. Governing Law; Consent to Jurisdiction; Waiver of Jury Trial. This Agreement shall be governed by and construed in accordance with the laws of the United States of America and the State of Ohio, but without regard to provisions thereof relating to conflicts of law. All litigation involving this Agreement, the Product, or conditions of this sale shall be held in Ohio. Each of the Parties hereby irrevocably submits to the exclusive jurisdiction of the United States District Court in the Southern District of Ohio, located in Cincinnati, Ohio for any matters brought in Federal Court or Butler County for matters brought in State or other Local court. Each of the Parties irrevocably waives any objection, including, without limitation, any objection to the laying of venue or based on the grounds of forum non conveniens, which it may now or hereafter have to the bringing of such action or proceedings in such respective jurisdictions. Each of the Parties irrevocably consents to the service of any and all process in any such action or proceeding brought in any such courts by the delivery of copies of such process to each Party, at its address specified for notices to be given hereunder, or by certified mail direct to such address. EACH OF THE PARTIES WAIVES ANY RIGHT TO A JURY TRIAL WITH RESPECT TO ANY DISPUTE, CLAIM, COUNTERCLAIM OR ANY OTHER DEMAND OR MATTER WHATSOEVER ARISING OUT OF THIS AGREEMENT.

20. Miscellaneous. Notice given to Seller and Buyer will be given by certified mail to the respective addresses set forth on the Quote. Seller does not verify field conditions and manufactures Product at the specific direction of the Buyer, and in accordance with the information and dimensions provided by the

Buyer. Buyer agrees to pay all costs in connection with any action brought by Seller for the recovery of any payment due under this contract, including reasonable outside attorneys' fees, whether or not the action proceeds to judgment. The singular shall include the plural and vice versa, whenever the sense and context of these terms and conditions require.