

SALES TERMS AND CONDITIONS

Acceptance and Governing Provisions: This writing (and not any purchase order or other document of Purchaser, as defined herein) is not an acceptance of any offer to buy, but is an offer, or counter-offer, by Architectural, Inc. ("Seller") to sell goods (the "Products") to the purchaser to which this offer is addressed (the "Purchaser"), subject to the terms and conditions set forth on the face and reverse sides hereof, or on any document attached here to and/or forwarded here with. Acceptance of this offer is limited to said terms and conditions; and Seller here by objects to any additional or different terms contained on any of Purchaser's purchase orders or other forms, or in other correspondence from Purchaser. Purchaser, by (i) indicating its acceptance by signing the front of this offer, (ii) indicating its acceptance by written communication, including without limitation, by electronic communication (i.e., via electronic mail or facsimile), and/or (iii) accepting the Products, shall be deemed to have assented to the terms and conditions set forth in this offer or other document here after sent by Seller not withstanding any terms contained in any prior or later communication from Purchaser and whether or not Seller shall specifically or expressly object to any such terms. The terms and conditions set forth herein may in some instances conflict with some of the terms and conditions set forth in the purchase order or other document used by Purchaser. Seller's failure to object to any provisions contained in any document or other communication from Purchaser shall not be deemed a waiver of any of the terms hereof. A duly authorized officer of Seller forth herein must specifically agree to any changes in the terms and conditions set in writing before becoming binding on either Seller or Purchaser.

Said changes as agreed to by Seller and Purchaser must be put into writing and attached to this document.

Payment Terms, Taxes and Late Payment: Purchaser shall pay to Seller the amount stated on the front of this offer and/or on any invoice delivered to Purchaser. Unless otherwise specified on the face hereof, (i) each installment payment amount shall be due on the date shown on the invoice signed and accepted by Purchaser, and (ii) the amounts stated on the front of this offer and/or on any invoice include all taxes, including without limitation sales and use taxes, stamp charges, licenses, royalties, duties and government assessments or levies on or on account of the Products. Unpaid balances on overdue amounts shall accrue interest at a rate of two percent (2%) per month or highest rate allowed by law. Purchaser shall pay all attorneys' fees, court costs, and all other costs incurred by Seller in collecting any overdue amounts, including interest. All of our special and/or custom orders have to be signed and approved by Purchaser.

Payment Terms relating to all special and/or custom orders are as follows:

1. Any orders that are \$19,999.00 and under will require a two (2) payment method listed below:
 - 50% deposit to start shop drawings.
 - 50% remaining balance of the order will be due once production is completed.
2. Any orders that are \$20,000 and above will require a three (3) payment method listed below:
 - 50% of total amount is due once the estimate and/or invoice(s) has been approved.
 - 35% of total amount will be due after shop drawing(s) and/or Photoshop drawings are approved.
 - 15% of total amount will be due prior to pick-up/delivery and/or shipping.
3. Any orders that are \$100,000 and above will require a four (4) payments method listed below:
 - 15% of total amount is due once the estimate and/or invoice have been approved.
 - 35% of total amount will be due after shop drawing(s) and/or Photoshop(s) are approved.
 - 40% of total amount will be due when order production reaches 100% of progress.
 - 10% of total amount will be due prior to pick-up/delivery and/or shipping.

Important Note: The due dates for payments are set forth on the face of the Order. Any account overdue more than 30 days will be subject to a service charge in an amount equal to the lesser of (a) 2% per month and (b) the maximum rate permitted by applicable law. Acceptance of the Order is subject to Purchaser's satisfactory credit rating in Seller's sole and absolute discretion. Seller reserves the right to hold shipments on any account over 60 days past due until the account is current. Reasonable doubt of Purchaser's financial responsibility for reasons including but not limited to material delay in payments or filing of liens by other trades shall entitle Seller to suspend performance, decline shipments or stop any material in transit without liability until Purchaser has paid for the materials previously invoiced or has satisfied Seller of its continued financial responsibility.

Sales Tax. All prices are exclusive of, and Purchaser is solely responsible for, and shall pay, and shall hold Seller harmless from, all taxes, including but not limited to sales and uses taxes, with respect to, or measured by, the manufacture, sale, shipment, use or price of the Goods (including interest and penalties thereon).

Pricing. Seller reserves the right to adjust pricing at any time due to volatility of raw materials, labor, overhead or freight cost.

Changes to any order: Seller reserves the right at any time to make changes in any one or more of the following: (a) methods of shipment (b) packaging of product(s), (b) place of delivery, when or if it has been determined that the final location of delivery is inaccessible or unsafe as determined by Architectural Inc. its representatives and/or agents. (c) time of delivery. If any such change causes an increase or decrease in the cost of or the time required for performance of this offer or any agreement of sale pursuant hereto, an equitable adjustment shall be made in the price or delivery schedule, or both. Any claim by Purchaser for adjustment under this paragraph shall be deemed waived unless asserted in writing within ten (10) days from receipt by Purchaser of the change. Price increases or extensions of time for delivery shall be binding on Purchaser.

Order Cancellation: Purchaser acknowledges that each Product is unique, that there may not be another Purchaser for an ordered Product, and that Seller will incur substantial costs following Purchaser's order. Consequently, all orders are final, and may not be cancelled by Purchaser following acceptance by Purchaser of this offer without Seller's written approval, which approval may be withheld by Seller in its absolute discretion. If Purchaser cancels this Order prior to commencement of production of the Goods, Purchaser acknowledges and agrees that Purchaser shall be responsible for paying 20% of the full price as liquidated damages. If Purchaser cancels this Order after the commencement of production of the Goods, Purchaser shall be responsible for the full price of the Goods. The parties agree that quantifying losses arising from Purchaser's cancellation is inherently difficult insofar as such cancellation may result in partially or wholly completed specialty Goods specifically produced for Purchaser that Seller cannot sell in the ordinary course of business as mentioned before, and further stipulate that the agreed upon sum is not a penalty, but rather a reasonable measure of damages, based upon the parties' experience in the windows and doors industry and given the nature of the losses that may result from cancellation. For special or custom orders where products or materials are shipped from overseas Purchaser may not be able to cancel the order under any circumstance and the total amount paid by Purchaser will not be refunded.

Delivery, Delay and Anticipation: All deliveries stated herein are curbside to Purchasers specified location contained in the order documentation. Seller shall

deliver the Products in accordance with the quantities and specifications, and at the prices specified on the face hereof or in any document attached hereto or referred to herein and/or on any invoice delivered to Purchaser, unless amended by Seller pursuant to paragraph above regarding Changes to any order. Seller shall promptly report any delay in shipment to Purchaser.

Shipping Packing Insurance: Seller shall deliver any materials and/or products used in the assembly or manufacturing process of related end products CIF (Cost Insurance and Freight) to the Port of Entry specified on the face hereof. The price of any materials and/or products shipped from outside the United States includes the cost of the materials and/or products, the cost of all insurance and freight for delivery to the designated Port of Entry. Delivery to the Port of Entry shall be made by a carrier or freight forwarder selected by Seller; and the materials and/or products shall be packaged as necessary to protect them during normal freight handling.

Purchaser shall be responsible for all costs, including insurance and freight, for further delivery of the any related materials and/or products from the Port of Entry to the destination selected by Purchaser and identified on the face hereof (the "Destination").

Drawings. Seller will provide drawings for approval by the architect, contractor, and any other involved parties whose authority is required for approval. It is the responsibility of the approving authority to thoroughly review the drawings for accuracy, compliance with design and specifications and to provide all information necessary to manufacture the Goods in accordance with the job requirements. The final approved drawings received by Seller shall be deemed to be the correct interpretation of the work to be performed. At Seller's discretion, individually approved items with signatures on a given set of drawings in process of being approved in its entirety, may be released to production. The preparation of an initial drawing and up to one revision is included in the proposed price. Additional Purchaser imposed revisions will be charged at \$175/hr for drawing fees. If items included in the initial drawing are removed in subsequent revisions, a fee of 15% of the item removed may be charged.

Drawings Approval Lead Times. Any initial drawing packet will be submitted for Purchaser approval. Depending on the number of items, variations and special customizations, delivery of the initial drawing packet will typically occur 5 to 10 days after the date Seller provides a written Order acknowledgment to Purchaser. Unless revisions require a complete redraw, drawing revisions typically require 8 days. If the drawing packet is approved within 3 weeks of Seller receiving the initial drawings, current production lead time after full approval of the drawing packet is estimated to be as follows:

- 10 to 16 weeks for orders with Emtek hardware
- 14 to 18 weeks for orders with Rocky Mountain hardware or custom hardware.

However, if the drawing packet is approved after 3 weeks of Seller receiving the initial drawings, production lead time after full approval of the drawing packet will be an additional 2 weeks beyond the initial projected lead times. If the hardware is not supplied by Seller, the drawing process will not commence until a complete physical set of hardware is provided to Seller. Any changes to the scope of work set forth in the Itemized Proposal reflected in the final drawing packet shall supersede the terms set forth in the Itemized Proposal.

Note. Purchaser has 90 days to approve drawings package and get the order into production. If does not approve the cad package, the order will be put on hold. Seller will notify on writing Purchaser, if after 90 days purchaser doesn't respond, the order will be cancelled with no future refund.

Design Changes. During the drafting and design period, any changes or modifications to the original project requirements arise or should Purchaser request any changes to the work being performed under this Order, such changes or modifications shall be in writing and signed by Purchaser and Seller. After drawing approval as signed by Purchaser and accepted by Seller, no changes or modifications may be made to the Order.

Installation. Installation instructions are included which contain important information concerning recommended minimum procedures to be followed. It is the installer's responsibility to properly install, in accordance with specifications, all Goods provided by Seller pursuant to this Order. Seller will not be liable for any condition caused by or due to installation, that is not in accordance with the project specifications, approved drawings, information provided in the installation instructions and industry standards. Unless otherwise stated on the face of this Order, all anchors, clips, hardware and fitting including necessary screws, nuts and bolts for attachment to the windows are included. Screws, shields, plugs, or other fastenings to be attached to the building structure are not included in this Order.

Storage. Seller will notify Purchaser of the scheduled delivery date for the Goods at least two weeks in advance. If Purchaser requests later delivery or for any reason does not take delivery on the scheduled delivery date, Purchaser shall be responsible for paying storage fees at the rate of 2% of the full price of the Goods per month (pro-rated based upon the actual number of days delivery is delayed beyond the scheduled delivery date).

Title Security, Interest and Acceptance: Title, possession and risk of loss shall pass to Purchaser upon delivery of the Products by Seller to Purchaser at the Destination. Purchaser agrees, however, that Seller shall retain a purchase money security interest in all Products sold by Seller to Purchaser, and to any proceeds thereof until purchase has been paid in full. Purchaser agrees to execute any financing statements or other documents as Seller may request in order to protect Seller's security interest. Upon any default by Purchaser here under, Seller shall have all rights and remedies of a secured party under the Uniform Commercial Code, which rights and remedies shall be cumulative and not exclusive. All products shall be deemed acceptable to Purchaser unless, within ten (10) days from the date the Products are delivered to the Destination, Purchaser shall notify Seller in writing that such Products are damaged. Seller shall repair all damaged Products at Seller's cost, subject to reimbursement from insurance proceeds payable on Products damaged in transit. Damaged Products that cannot be repaired within ninety (90) days following Seller's receipt of the Product may be returned by Purchaser. Seller must authorize all returns. Seller shall reimburse Purchaser for the cost of all Products returned in accordance with this paragraph.

Certain Disclaimers and Limitations on Liabilities: (a) Seller warrants that the Products shall comply with the specifications provided on the reverse side hereof and on any invoice delivered to Purchaser, subject to the qualifications and exceptions provided herein. EXCEPT FOR THIS LIMITED WARRANTY, Seller DOES NOT MAKE ANY WARRANTIES OF ANY KIND WITH RESPECT TO THE PRODUCTS DELIVERED HERE UNDER EXCLUDING THE LIMITED WARRANTY SET FORTH HEREIN, THE PRODUCTS ARE PROVIDED ON AN "AS-IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR OF ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, USAGE OR TRADE. NO ADVICE OR INFORMATION GIVEN BY Seller, ITS AFFILIATES, AGENTS, REPRESENTATIVES, OR CONTRACTORS, OR THEIR RESPECTIVE EMPLOYEES SHALL CREATE A WARRANTY. (b) The Products' dimensions provided on the reverse side hereof and/or in any description of the Products are only approximate dimensions and actual dimensions will vary. The Products require custom installation. Door jams and other materials at the installation site will require custom modifications to install the Products. Additionally, the Products are made of materials that, in their natural state, expand and contract with changes in environmental conditions, and the installation site should accommodate these naturally occurring changes in the Products' dimensions. For clarification, any minor alterations that are required to be made to the door shall be the responsibility of Purchaser (e.g., shaving a Product down to requisite size and subsequent staining). (c) The Products are antiques, and, while restored, contain imperfections attributable to the Products' advanced age. Purchaser is ordering the Products based on pictures and descriptions thereof

and without first inspecting the Products. Purchaser acknowledges that Products will contain imperfections and other attributes discoverable by Purchaser only upon the physical inspection of the Products, and that the pictures and descriptions of the Products will not disclose the existence of any or all such imperfections and other attributes. These imperfections and other attributes are not defects, and Purchaser shall have no right to reject the Products based upon any such imperfections or attributes discovered upon physical inspection. (d) TO THE MAXIMUM EXTENT PERMISSIBLE UNDER APPLICABLE LAW IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, THE COSTS OF PROCURING SUBSTITUTE PRODUCTS OR FOR ANY LOSS OF PROFITS, OR FOR ANY PUNITIVE DAMAGES, OR OTHERWISE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE CONSEQUENCES OF LATE DELIVERY, UNAVAILABILITY, OR NON PERFORMANCE, REGARDLESS OF THE FORM OF ACTION OR LEGAL THEORY IN NO EVENT WILL EITHER PARTY'S MAXIMUM LIABILITY UNDER THIS AGREEMENT AT ANY TIME EXCEED AN AMOUNT EQUAL TO THE AMOUNTS PAID TO Seller UNDER THIS OFFER

Offset: In no event may Purchaser, at any time, set off the amount of any liability to Seller in connection with this offer against any liability of Seller to Purchaser or any affiliated entity of Purchaser, whether or not then due.

Notices: All notices or demands required hereunder shall be in writing and made electronically, whether by electronic mail or facsimile, by personal service or sent via certified mail to the address of the receiving party as set forth herein (or such different address as either party may designate by notifying the other party in writing).

Assignment: Seller may assign or transfer any and/or all of its rights and obligations hereunder without the prior written consent of Purchaser to assure delivery of product by agreed delivery date contained herein. Purchaser may not assign or transfer its rights or obligations hereunder without the prior written consent of Seller.

Force Majeure: Seller shall not be liable for any damage to Products as a result of any delay or failure to accept delivery due to any act of God, act of Purchaser, embargo or other governmental act, regulation or request, fire, accident, strike, slowdown or other labor difficulties, war, act of terrorism, riot, delay in transportation, defaults of common carriers, inability to obtain necessary labor, materials or manufacturing facilities or, without limiting the foregoing, any other delays beyond Seller's control which shall affect the Purchaser's ability to receive and use the Products, and, in the event of such delay, the date of delivery shall be extended for a period of time lost because of said delay.

Severability: If any provision of this offer or any agreement for sale pursuant hereto is held to be invalid, illegal or unenforceable for any reason or in any respect whatsoever, such invalidity, illegality or unenforceability shall not affect any other provisions of this offer or any agreement for sale pursuant hereto, and this offer or any agreement for sale pursuant hereto shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. Seller and Purchaser hereby agree, however, to use their commercially reasonable efforts to agree upon an equitable amendment of this offer or any agreement for sale pursuant hereto a substantive provision is affected.

Headings: The headings of the paragraphs herein are for convenience of reference only and are not to be considered in construing this offer or any agreement of sale pursuant hereto.

Remedies Cumulative: The rights and remedies of Seller set forth herein shall be in addition to any rights or remedies that Seller may otherwise have. No waiver of a breach of any provision of this offer or any agreement for sale pursuant hereto shall constitute a waiver of any other breach, or of such provisions.

Governing Law Exclusive Jurisdiction: This offer and any agreement of sale pursuant hereto shall be governed and construed in accordance with the laws of the State of California, notwithstanding the conflict of laws principles thereof. In the event any party to this offer or to any agreement of sale pursuant hereto commences any litigation, proceeding or other legal action in connection with or relating to this offer or any matters described or contemplated herein, with respect to any of the matters described or contemplated herein, the parties hereby (a) agree under all circumstances absolutely and irrevocably to institute any litigation, proceeding or other legal action in a court of competent jurisdiction located within the City of Los Angeles, California, whether a state or federal court; (b) agree that in the event of any such litigation, proceeding or action, such parties will consent and submit to personal jurisdiction in any such court described in clause (a) of this paragraph and to service of process upon them in accordance with the rules and statutes governing service of process (it being understood that nothing in this paragraph shall be deemed to prevent any party from seeking to remove any action to a federal court in Los Angeles, California); (c) agree to waive to the full extent permitted by law any objection that they may now or hereafter have to the venue of any such litigation, proceeding or action in any such court or that any such litigation, proceeding or action was brought in an inconvenient forum; (d) agree that service of process in any legal proceeding by mailing of copies thereof to such party at its address set forth herein for communications to such party shall be effective and binding service in every respect; and (e) agree that nothing herein affect the rights of any party to effect service of process in any other manner permitted by law.

