

**TERMS AND CONDITIONS OF SALE**

These Terms and Conditions of Sale (the "Terms") apply to all quotations and sales by ASC Profiles LLC (including its AEP Span, ASC Building Products and ASC Deck Divisions, "ASC") of products, materials, services, components, accessories, and panels (collectively, "Products"). No terms or conditions other than those stated in these Terms, and no agreement or understanding, oral or written, purporting to modify these Terms, whether contained in a purchaser's purchase forms or elsewhere, will be binding on ASC unless signed by an authorized executive manager of ASC. The purchaser ("Purchaser") consents to these Terms for all Products.

1. **Cancellation.** Purchaser will not have the right to cancel an order after it has been accepted by ASC without paying a cancellation charge. The amount of the cancellation charge will be based upon costs incurred with respect to the canceled order, as determined by ASC.
2. **Price.** Prices for Products will be based on the price applicable at the time of the order and are subject to change without notice to conform to changes in price between the time of the order and the time of shipment. Orders put on hold at Purchaser's or its customer's request or for any other reason (including credit reasons) are subject to re-pricing if on hold for more than twenty (20) calendar days. Freight and insurance charges from ASC's facility or ASC's supply point and ASC's freight handling charges shall be borne by Purchaser unless otherwise agreed in writing by ASC. The freight and handling charges shown on the invoice may include an additional handling charge and/or may not reflect the actual cost of shipping the Products. Purchaser will pay all applicable sales, purchase, use, consumption and excise taxes. Taxes are not included in quotations or order acknowledgements for Products, unless set forth as a separate line item.
3. **Payment.**
  - (a) Subject to ASC Credit Department approval in each case, payment will be made in compliance with ASC's payment terms and will not be subject to retainage of any description. All payments not made when due shall bear interest at the rate of 18% per annum from the due date (or the maximum interest rate allowed by the state in which the sale is made, whichever is less). If suit is brought by ASC to enforce these Terms, Purchaser will pay reasonable attorneys' fees to ASC, plus other costs of collection.
  - (b) If, in the sole judgment of ASC, it appears that Purchaser may not be able to make payment when due, or if Purchaser otherwise has not made payment to ASC as required under a different order, ASC shall have the right to suspend manufacture, shipment or delivery of Products.
  - (c) All orders are subject to current ASC credit approval. From time to time, ASC may review Purchaser's creditworthiness. ASC reserves the right before making any delivery to require payment in cash or additional security for payment. If Purchaser fails to comply with the requirements of this Section 3, ASC may terminate the order.
  - (d) Failure to timely pay any invoice will constitute a waiver of any and all causes of action, including future causes of action, whether known or unknown, including, but not limited to, indemnity and contribution, arising from or related to an order.
4. **Shipment.**
  - (a) Unless otherwise specified in writing, ASC has no obligation to deliver Products beyond ASC's facility.
  - (b) All shipping dates are estimates. ASC will not be liable (and Purchaser agrees to forego making claims against ASC) for delays in manufacture, shipping, or delivery caused in whole or in part by: (i) delays in receipt of or unavailability of materials, fuel, power or transportation; (ii) breakdown of equipment; (iii) strikes, lockouts or other differences with employees; (iv) local labor shortages; (v) accidents, war, riots, fire, floods, storms, epidemic, acts of God or other casualties; (vi) acts or omissions of Purchaser; (vii) government action, embargo, allocation, regulation or requirement; or (viii) other causes beyond ASC's reasonable control whether of a similar or dissimilar nature than those enumerated.
  - (c) If Purchaser requests ASC to delay an order, ASC will invoice Purchaser for the order. Purchaser shall pay the invoice when due, plus storage charges, and Purchaser shall assume all risk of damage and deterioration of the stored Products.
  - (d) Any notice of breach, nonconformity or revocation of acceptance shall not be effective unless written notice of the revocation is mailed to ASC by certified mail, return receipt requested, within five (5) calendar days after Purchaser has discovered the defect in the goods or thirty (30) calendar days after delivery to Purchaser, whichever occurs first. Purchaser represents that it is familiar with the nature of the goods furnished by ASC and agrees that the time periods set forth in these Terms for notice of nonconformity and notice of revocation of acceptance are reasonable.
5. **Returns.** No Products may be returned unless ASC authorizes the return. Returned Products must be unused, undamaged and in original packaging. If ASC authorizes the return of Products, Purchaser may be subject to pay a 15% restocking fee.
6. **Risk of Loss and Title.** Title to Products, together with the replacement and additions to the Products, remains in ASC until all amounts due are fully paid to ASC by Purchaser. If title passes to Purchaser, Purchaser grants and ASC retains a purchase money security interest in the Products purchased by Purchaser, together with any replacement or additions to the Products, until the purchase price is fully paid and all other obligations of Purchaser are satisfied. Risk of loss to the Product(s) purchased pass to Purchaser at the earlier of the time they (i) are duly delivered to the carrier or (ii) are duly tendered to Purchaser for delivery.
7. **Warranty.** ASC warrants that Products delivered shall be free from defects in material and workmanship for a period of 90 days following the date of delivery. If Products sold to Purchaser are not as warranted, ASC shall, at ASC's option, refund the purchase price for the nonconforming Product, or repair or replace such Products provided Purchaser has given timely written notice of the nonconformity and has given ASC an opportunity to investigate. ASC will have no liability for damages, shortages, or other causes alleged to have occurred or existed at or prior to delivery to the carrier unless Purchaser shall have entered full details of the damages on its receipt to the carrier and given ASC timely written notice of the nonconformity. ASC will have no liability for any noncompliance with any building codes that may apply to the Products as used by Purchaser or Purchaser's customers. This warranty does not apply to Products that have been subject to mishandling, misuse, neglect, improper assembly, alteration or repair by Purchaser or the customer of Purchaser. **EXCEPT FOR THE FOREGOING EXPRESS WARRANTY OR ANY OTHER EXPRESS WARRANTY SIGNED BY AN AUTHORIZED OFFICER OF ASC REGARDING A SPECIFIC PRODUCT, THERE ARE NO OTHER GUARANTIES OR WARRANTIES, WHETHER ORAL, IN WRITING, EXPRESSED OR IMPLIED BY OPERATION OF LAW OR OTHERWISE, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.**
8. **Limitation of liability.** **ASC'S LIABILITY ARISING FROM CLAIMS RELATING TO THE DESIGN, SALE, HANDLING OR USE OF PRODUCTS, WHETHER BASED ON CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE AND STRICT LIABILITY), WARRANTY OR ANY OTHER LEGAL THEORY, WILL BE LIMITED TO THE PURCHASE PRICE OF THE PRODUCT(S). NOTWITHSTANDING ANYTHING IN THESE TERMS OR ELSEWHERE TO THE CONTRARY, IN NO EVENT WILL ASC BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES (INCLUDING, WITHOUT LIMITATION, ANY CLAIM FOR DELAY, LOSS OF EFFICIENCY, IMPACT, LOSS OF PRODUCTION OR LOST PROFITS) OR LIABILITY INCURRED BY PURCHASER WITH RESPECT TO ANY PRODUCTS FURNISHED OR TO BE FURNISHED BY ASC.**
9. **Indemnification.** Purchaser agrees to indemnify, defend, and hold harmless, ASC, its affiliates, and their officers, directors, employees and representatives from and against any and all claims and liability for injuries or loss to persons or property, or fines, or other damages, including all costs, expenses, legal and otherwise, arising from or relating to in whole or in part any use or possession of Products sold hereunder, or any fraud, misrepresentation, negligent act, negligent failure to act (including the failure to properly store or handle Product), gross negligence, or violation of statute or government regulation, by Purchaser.
10. **Limitation Period.** No claim, cause of action, or suit relating to an order or these Terms shall be brought by Purchaser against ASC after the expiration of one year from the date of delivery of Products. This provision shall not be construed reciprocally against ASC in any action or suit brought by ASC against Purchaser.
11. **Insurance.** Purchaser will maintain insurance coverage in the amounts required by applicable laws and appropriate for the projects undertaken by Purchaser. Upon request, Purchaser will provide ASC a certificate evidencing such coverage.
12. **Statutory Liens.** At the request of ASC, Purchaser agrees to take all actions necessary to obtain statutory liens or security interests for the materials sold hereunder for the benefit of ASC. Purchaser will take no action that will compromise, prejudice, or remove a statutory lien or security interest obtained by or for ASC. In the event ASC deems it necessary to perfect a statutory lien, bond claim, or security interest to secure payment of its invoices, Purchaser agrees to pay all attorneys' fees and costs incurred as a result.
13. **Severance, Assignment, No Agency Relationship and No Third Party Beneficiaries.** In the event that any provision of these Terms is deemed illegal, unenforceable, or null and void, all remaining provisions shall remain in full force and effect. Purchaser may not assign its rights or interest or delegate its duties under an order without the prior written consent of ASC. It is understood that Purchaser is an independent contractor and that no agency relationship at law or in fact exists between Purchaser and ASC. It is further understood that neither ASC nor Purchaser intend for this order to benefit any third party or class of persons and there are no intended third party beneficiaries to this order.
14. **Non-Waiver.** If at any time during its performance of its obligations ASC fails to assert any rights or remedies available under these Terms or otherwise, or waiver of the rights or remedies available to ASC by a course of dealing or otherwise, ASC's failure shall not be deemed to be a waiver of ASC's ability to assert those rights or remedies at any other time during its performance and shall not be deemed to be a waiver of any other right or remedy under an order.
15. **Specifications.** Purchaser agrees that all orders accepted by ASC constitute the exclusive statement of the specifications for the Products. ASC assumes that the Products described therein are in all respects the Products required by Purchaser and its customer, and Purchaser bears the sole responsibility for assuring compliance with all applicable building codes and correcting any nonconformity between the specifications appearing in the order accepted by ASC and the Products required in fact by Purchaser's customer.
16. **Buy America(n) Requirements.** Purchaser must clearly and affirmatively notify ASC of the applicability of any order, law, regulation or other requirement that the Products be produced, manufactured, or substantially transformed in the United States, or consist wholly or partly of materials or components produced, manufactured, or substantially transformed in the United States, or that the raw material comprising the Products be of domestic origin. If Purchaser fails to notify ASC of any such requirements, Purchaser must accept delivery and pay for the Products, regardless of any such requirements, and Purchaser agrees to fully indemnify and hold ASC harmless from and against any liability, costs and expenses, including reasonable attorney fees, incurred by ASC in connection with Purchaser's omission.
17. **Applicable Law.** The construction, interpretation and performance of this order and all transactions hereunder shall be governed by the laws of the State of Delaware without regard to its choice of law principles.