

Terms and Conditions of Sale

TERMS AND CONDITIONS OF THE SALE INCLUDE THE FOLLOWING TERMS/CONDITIONS, TOGETHER WITH ANY OTHER TERMS/CONDITIONS SPECIFICALLY AGREED TO IN WRITING BY SELLER (Janus International, Group, LLC and its domestic and international affiliates), SHALL APPLY TO ALL SALES ORDERS ("Order(s)") FROM, AND ALL SALES OF PRODUCTS ("Products") AND/OR SERVICES ("Services") WHEREVER LOCATED TO BUYER. ANY ACCEPTANCE OF ANY ORDER BY THE BUYER IS CONDITIONED UPON THESE TERMS/CONDITIONS. No salesperson is authorized to bind Seller to any promise or understanding not expressed herein.

I. PRICES

All prices and proposals are subject to change without notice in the event of any changes in cost of Products (including, but not limited to, changing steel market prices that are passed along by our steel suppliers) or labor, specifications, quantities, delivery schedules, customs duties, other factors beyond Seller's control, or, in the event of delays caused by instructions of the Buyer, or failure of the Buyer to provide Seller adequate information. If color is not specified at time of quote, prices are quoted on High Gloss White. **Prices and, in some instances, warranty vary by color.** Door items are identified as opening width measurement by opening height measurement, unless otherwise specified.

II. DELIVERY

Delivery dates are approximate and are dependent on, among other things, prompt receipt by Seller of all necessary delivery information from Buyer. Freight, delivery and/or shipping ("Transportation Services") is arranged by Seller on behalf of Buyer through common carrier or other commercial transportation method. Charges for Transportation Services will be prepaid by Seller and will be added to the invoice to the Buyer by the Seller. ("Prepaid & Add") Transportation Services terms are FOB Destination or its equivalent. **Transportation Services commence when Products are transferred from Seller's dock to the Transportation Services provider. Passage of title to Products, risk of damage or loss (except as noted below), exclusive right to possession, constructive possession, use and any other rights of ownership of the Products transfer from Seller to Buyer upon completion of Transportation Services. Transportation Services end when goods are transferred from the Transportation Services provider to the Buyer's dock unless Transportation Services are provided by means of Buyer's or its agent's truck. If Transportation Services are provided by Buyer or Buyer's agent, passage of title to Products, risk of damage or loss, exclusive right to possession, constructive possession, use and any other rights of ownership of the Products transfer from Seller to Buyer at Seller's dock.** Delivery of all or any part of Products/Services may occur as early as 30 days in advance of agreed schedule. Packing slips must accompany all shipments. Where Buyer notifies Seller that it cannot take timely delivery of the Products, Seller may place such Products in storage. ("Storage Services") In such event, **passage of title to Products, risk of damage or loss, exclusive right to possession, constructive possession, use and any other rights of ownership of Products transfer from Seller to Buyer upon commencement of Storage Services.** Buyer shall pay Seller storage fees equal to five percent (5%) of the total invoice of the stored Products per month or any part thereof. Buyer shall dispose of the packing materials for Products at its own expense, and shall defend, indemnify and hold harmless Seller for any and all costs or expenses of any kind in connection with such packing waste. Back Orders must be prepaid when less than a minimum freight shipment. Freight rates are subject to fuel surcharges at the time of shipping and invoicing.

III. PAYMENT

A. Payment is due 30 days from the date of invoice unless otherwise specified in writing. Seller reserves the right to issue partial invoices ("Progress Invoices"). The terms of payment for Progress Invoices shall be 30 days from date of Seller's invoice for the Progress Invoice, unless otherwise specified in writing. Seller shall be entitled to suspend manufacture of the Products and/or Services and/or delay making arrangements for shipment of finished products or period of performance in the event of late payment of a Progress Invoice. Payments shall be made by Buyer without any deduction or set-off. Unless otherwise agreed in writing, payment shall be made in U.S. dollars. Seller may charge late payment fees at the rate of 1.5% per month, or the highest rate permitted by law, whichever is higher, accruing daily. Buyer is responsible for all taxes and tariffs that may be imposed upon the sale of the Products.

B. In addition to the payment requirements set forth above, if the financial condition of Buyer is unsatisfactory to Seller in Seller's sole and absolute discretion, Seller may require full or partial payment in advance, or satisfactory security, in the form of a letter of credit or otherwise. Notwithstanding any other provision herein, in the event of bankruptcy, assignment for the benefit of creditors or a comparable event or insolvency of Buyer, Seller may immediately cancel any Order then outstanding and/or cause any Products, with respect to which either Transportation Services or Storage Services are being provided, to be returned to Seller wherein in either event ownership thereof shall automatically revert to Seller.

C. Buyer grants Seller a purchase money or similar security interest in Products located in any jurisdiction where such security interest is permitted, as well as any proceeds therefrom, for the purpose of securing all obligations of Buyer hereunder. Buyer authorizes Seller to execute on Buyer's behalf and file such financing statements as Seller deems appropriate to perfect and/or notify Buyer's creditors of Seller's security interest. In this regard, Buyer hereby grants Seller an irrevocable Power of Attorney, coupled with an interest, with respect to filing any such financing statements.

IV. CHANGES; CANCELLATION

A. Seller reserves the option to make changes to Products or Services which do not affect form, fit, or function, and shall deliver Products to the latest configuration part number at the time of delivery.

B. Seller is entitled to rely upon all drawings, routings, dimensions, bills of material, and other items supplied by Buyer for the manufacture of Products, and any change to the foregoing after Seller's design work has begun will result in additional charges.

C. In the event that Buyer cancels the Order(s) for Products, Buyer agrees to pay for any and all costs of manufactured material/freight/tax and other direct costs and labor costs attributable to the subject Order(s) pertaining thereto.

D. Products not in accordance with specifications will be rejected and held at Buyer's risk awaiting disposal. Buyer must pay freight on all rejected Products.

V. WARRANTIES

A. Seller warrants that Products manufactured by Seller shall be free from defects in material/workmanship. Seller's obligations under this warranty shall be limited exclusively to repairing or replacing, at Seller's option, any part of Products which, if properly installed, used and maintained, proved to have been defective in material or workmanship within 1 year from the commencement date of

shipment or Storage Services whichever comes first. Seller warrants that Services shall be performed in accordance with generally accepted industry practices.

B. Seller's warranty obligations shall not apply to Products which (1) have been altered or repaired by someone other than Seller, or (2) have been subjected to misuse, neglect, improper use, application, or installation, or (3) are normally consumed in operation, or (4) have a normal life expectancy that is shorter than the warranty period stated therein. These Terms and Conditions contain a summary of the Janus Warranty. The full terms of the Janus Warranty can be found on our website at <http://www.janusintl.com/techinfo/warranties.php>. To the extent of any conflict between the summary of Warranty provisions set forth herein and the full Warranty as shown on our website, the provisions of the full Warranty on our website control.

C. No Products may be returned unless authorized in advance by Seller, and then only upon such conditions to which Seller may agree in writing. Buyer must obtain a Return Material Authorization (RMA) number from Seller prior to any return shipment, and such RMA number must appear on the shipping label and packing slip. Buyer shall be responsible for returned Products until such time as Seller receives the same at its facility in accordance with the terms stated herein, and for all charges for packing, inspection, shipping, transportation or insurance associated with returned Products.

D. This section V sets forth the exclusive remedies and obligations for claims based upon defects in or nonconformity of Products/Services, whether the claim is in contract, warranty, tort (including negligence of any degree or strict liability) or otherwise. THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, WHETHER ORAL, WRITTEN, EXPRESS, IMPLIED OR STATUTORY. NO IMPLIED OR STATUTORY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE SHALL APPLY.

E. PATENTS/INDEMNITY If Buyer receives a claim that Products, or part thereof manufactured by Seller infringes a patent, Buyer shall notify Seller promptly in writing and give Seller information, assistance and exclusive authority to evaluate, defend and settle such claim. Where Buyer has furnished specifications/designs for the manufacture of the allegedly infringing Products, Buyer shall defend, indemnify and hold harmless Seller against third-party claims for infringement arising out of Seller's use of such specifications/designs.

VI. LIMITATION OF LIABILITY

The total liability of Seller on any claim, whether in contract, tort (including negligence of any degree and strict liability) or otherwise arising out of, connected with, or resulting from the manufacture, sale, transport, delivery, resale, repair, installation, replacement or use of any Products/Services, shall not exceed the price allocable to the Products/Services or part thereof which gives rise to the claim. IN NO EVENT, WHETHER AS A RESULT OF BREACH OF CONTRACT, WARRANTY, TORT, (INCLUDING NEGLIGENCE OF ANY DEGREE, STRICT LIABILITY OR PATENT INFRINGEMENT) OR OTHERWISE, SHALL SELLER, ITS AFFILIATES, SUBCONTRACTORS, OR SUPPLIERS BE LIABLE FOR ANY LOSS OF PROFIT OR REVENUES, LOSS OF USE OF THE PRODUCTS OR SERVICES, OR ANY ASSOCIATED EQUIPMENT, COST OF CAPITAL, COST OF SUBSTITUTE PRODUCTS, FACILITIES, SERVICES OR REPLACEMENT POWER, DOWNTIME COSTS OR CLAIMS OF BUYER'S CUSTOMERS FOR DAMAGES OR FOR ANY SPECIAL, PROXIMATE, CONSEQUENTIAL, INCIDENTAL, INDIRECT OR EXEMPLARY DAMAGES. If Buyer transfers title to, or leases Products sold hereunder to, or otherwise permits or suffers use by, any third party, Buyer shall obtain from such third party a provision affording Seller and its subcontractors/suppliers the protection of the preceding sentence. Any action against Seller must be brought within 18 months after cause of action accrues.

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VII. EXCUSABLE DELAYS

A. Seller shall not be liable for delays in delivery or failure to perform due directly or indirectly to causes beyond Seller's reasonable control including, but not limited to: acts of God; war; terrorism; civil commotion; riots; embargoes; government regulations, orders, instructions or priorities; port congestion; acts of or failure to act on the part of Buyer or its agents/employees; fires; floods; sabotage; nuclear incidents; earthquakes; storms; epidemics; strikes; lockouts or other labor difficulties; shortages of or inability to timely obtain proper labor, Products, components, shipping space or transportation, fuel, supplies or power at current prices; or due to limitations imposed by the extent of availability of Seller's normal manufacturing facilities.

B. If a delay excused per the above extends for more than 90 days and the parties have not agreed upon a revised basis for continuing providing Products/Services at the end of the delay, including adjustment of the price, then either party (except where delay is caused by Buyer, in which event only Seller) upon thirty (30) days' notice may terminate the Order(s) with respect to the unexecuted portion of the Products/Services, whereupon Buyer shall promptly pay Seller its reasonable termination charges and any other amounts due, upon submission of Seller's invoices thereof.

VIII. SOFTWARE/TECHNICAL/PROPRIETARY INFORMATION

A. The purchase of Products shall not include any right to supply of technical information such as drawings or specifications.

B. Proprietary information, including drawings, documents, technical data, reports, software, designs, inventions and other technical information supplied by Seller in connection herewith, whether or not constituting a trade secret (hereinafter collectively referred to as "Data"), shall remain Seller's sole property and shall be held in confidence by Buyer. Data shall not be reproduced, used or disclosed to others by Buyer without Seller's prior written consent. Upon completion of Order(s), Buyer shall promptly return all Data to Seller together with all copies or reprints thereof then in Buyer's possession or control, and Buyer shall thereafter make no future use, either directly or indirectly, of any Data or any information derived therefrom without Seller's prior written consent. The foregoing shall in no way obligate Seller to provide or supply Data. Data shall not include information which is readily available to the public through no wrongful act of Buyer or others.

IX. DIES, TOOLS, PATTERNS

Seller's charges for dies, molds, patterns and the like represent the Buyer's proportionate cost thereof, it being expressly understood that they remain the exclusive property of Seller. Modifications made to dies, molds, patterns and the like in order to manufacture Products shall be at the sole discretion of Seller.

X. TAXES

Unless otherwise stated in writing, the invoice costs described herein are inclusive of any sales, gross receipts or sellers use taxes (hereafter collectively, "Sales Tax") levied by the states and territories of the United States or any other country, state or jurisdiction on transactions for the sale of taxable Products and Services sold to the Buyer by the Seller. Buyers claiming exemption or exclusion from sales tax shall provide Seller with the applicable tax exemption documentation as required by federal, state, local and territorial law and Seller shall accept said documentation in good faith. Notwithstanding the above, it is

Buyer's absolute obligation to review each invoice received from Seller and to advise Seller, in writing, within no more than sixty (60) days of the invoice date, as to any Sales tax included on the invoice in error. The failure to timely provide such written notice shall serve to waive any right of Buyer to require Seller to refund, or to seek a refund from any governmental agency, of any Sales Tax charged to Buyer, received by Seller, and remitted to any governmental agency. Notwithstanding the above, in the sole and absolute discretion of Seller, Seller may provide a credit or refund of Sales Taxes charged in error and, if Seller agrees to any such credit or refund, Seller may, in its sole and absolute discretion, condition such credit or refund upon receipt of a refund from the appropriate governmental agency

Notwithstanding the foregoing, Buyer and Seller shall each be responsible for all federal, territorial, state and local taxes related to its own business income, employment tax, excise tax, motor carrier tax, real and personal property tax and/or any other tax that is based upon income and/or property. Seller may pass through various excise taxes, fuel taxes and/or other taxes directly associated with the sale of Products and Services and imposed upon sale of Products and Services to the Buyer on the invoice.

XI. DAMAGES TO DOORS

1. Seller's doors are packaged and loaded with care to minimize transit damage. However, due to road conditions and shipper handling procedures outside Seller's control, there are exceptions. Small dents or dings, as well as light paint damage due to wear and tear in transit, are classified as normal and, therefore, are NOT an approved reason to return or refuse delivery of the door. Seller will supply touch up paint but cannot accept a return of any door in a condition described in this paragraph.
2. Visible shipping damages other than those described in the immediately preceding paragraph must be reported to Seller, in writing, immediately. If Buyer sees physical damage to the carton, please show it to the delivery person and ask permission to open and inspect the package before signing for it. If Buyer notices damage to the item inside the carton **DO NOT ACCEPT IT AND DO NOT SIGN FOR IT!** Simply inform the driver that Buyer is refusing delivery due to damage and contact Seller at once to make a report so Seller can have a replacement shipped to Buyer as promptly as possible. Buyer **MUST check the door(s) upon arrival as Seller cannot and will not be responsible for any damages or missing items once Buyer has already signed for them.** In the event Buyer determines there is any damage other than as set forth in the immediately preceding paragraph or that is visible upon receipt, such damage must be reported within 7 days of signing the shipping/delivery documents. No claim will be considered or accepted that is not reported as set forth herein.
3. According to the Door & Access Systems Manufacturers Association (DASMA), "a common occurrence with rolling door products, under normal usage of such products, is the wearing away of the painted surface of the curtain. This condition occurs as the result of the curtain repeatedly coiling upon itself, and then repeatedly uncoiling, upon the opening and closing of a rolling door." Therefore, normal wear and tear from metal to metal contact is not covered under the Seller's paint warranty.

XII. GENERAL

A. The rights and obligations of the Buyer and Seller hereunder shall be governed in all respects by the law of the State of Georgia, U.S.A. Any claim or controversy arising out of or related to this Agreement or the breach thereof shall be subject to mandatory and binding arbitration before either Henning Mediation and Arbitration Services in Atlanta, Georgia or Miles Mediation and Arbitration Services in Atlanta, Georgia. The arbitration shall be before a single arbitrator mutually agreed upon by the parties from the panel of neutrals or, if no such agreement can be reached, by selection pursuant to the rules of the Arbitration service selected. The Arbitration shall be conducted and enforced pursuant to the laws

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Georgia Arbitration Act and the Rules of the Arbitration service selected. The Arbitration Award shall be final and binding and shall be enforceable in any court of competent jurisdiction. Nothing herein shall preclude a party from filing suit for the purpose of obtaining temporary or preliminary injunctive relief or to compel arbitration pursuant to the terms of this Agreement. The United Nations Convention on the International Sale of Products shall not apply. Notwithstanding the above provisions for mandatory arbitration, neither party shall be precluded from filing an action to compel compliance with the terms of this paragraph. The exclusive forum for adjudication of any such action to compel arbitration shall be in the Superior Court of Fulton County, Georgia or the United States District Court for the Northern District of Georgia, Atlanta Division. Buyer and Seller hereby consent to personal jurisdiction and venue in such courts in any proceeding authorized hereunder.

B. Seller shall be entitled to recover any attorney's fees and costs incurred in the course of any collections efforts for payments due and owing hereunder or in connection with any arbitration proceeding or complaint to enforce same.

C. These Terms and Conditions of Sale, together with any other terms specifically agreed to in writing by Seller, constitute the entire agreement between Buyer and Seller and supersede any prior or contemporaneous representations, agreements, proposals, warranties, or understandings, oral or written, express or implied. No waiver, modification, amendment, rescission or other change to these Terms and Conditions of Sale shall be binding unless specifically agreed to in writing by an authorized representative of Seller.

D. The invalidity, of any part hereof shall not affect the validity of the remainder. The failure of Seller to assert any right at any time hereunder shall not prevent Seller's subsequent assertion of the same or different rights.

E. Buyer may not assign this contract without the prior written approval of the Seller in Seller's sole and exclusive discretion.

XIII. STATUTORY REQUIREMENTS

Seller reserves the right to make any changes in the general specifications of the Products which are required for the Products to conform to any statutory or other applicable legal requirement.