

Crystal Window & Door Systems, Ltd. (hereinafter, "Crystal") hereby adopts the following terms and conditions which shall apply to all contracts for sale, agreements or sales (all hereinafter "sale" or "sales") of Crystal's products (hereinafter, "goods"). These General Terms and Conditions of Sale may only be modified, amended, or superseded, in whole or in part, by a writing duly executed by Crystal.

PRICE All prices and services, unless otherwise provided, are net F.O.B. Crystal's factory in Flushing, NY location, and are subject to change, without notice, to conform with Crystal's pricing indices and policies in effect on the date Crystal commences manufacturing the goods.

PAYMENT TERMS The Buyer shall pay 75% of the goods' price at the time of the sale. The remaining balance shall be paid upon delivery, unless alternate credit terms of payment have been approved in writing by Crystal's Credit Department prior to the sale. All overdue or delinquent payments will accrue interest at the rate of one and one-half percent (1 ½%) per month or the maximum legal interest rate.

SALES TAX Crystal is required by law to collect sales taxes, unless the Buyer provides Crystal with a tax exemption certificate such as a Resale Certificate, a Contractor's Exempt Purchase Certificate, an Exempt Organization Certificate, or other acceptable proof of exemption from sales tax.

DELIVERY Delivery occurs upon either: (i) the Buyer's receipt and/or pick up of the goods at Crystal's factory; or (ii) upon the loading of the goods onto a carrier for transport to an address designated by the Buyer, in which event Crystal only makes "tail gate delivery." If the Buyer does not designate a delivery address at the time of the sale, delivery shall be made at Crystal's factory in Flushing, NY. Crystal shall employ all reasonable means to make delivery within the time and to the address specified by the Buyer. However, Crystal shall not be liable for any damages, losses, delays, or for Crystal's inability to manufacture, fabricate and/or deliver the goods, if such damage, loss, delay, and/or inability is or has been occasioned by fire, flood, embargo, strike, labor and/or employment disputes with workmen, suspension or stoppage of work, failure to secure materials from usual sources of supply, transportation delays, federal, state and/or municipal laws or regulations, acts of God, terrorism, war, riot, or civil disorder, or any other circumstance (whether or not similar to any of the foregoing) beyond Crystal's control which prevents Crystal from conducting its normal and usual course of business. The Buyer shall contact Crystal to confirm the date and location of delivery at least 5 business days prior to the proposed delivery.

CONDITIONS (A) The Buyer acknowledges that the goods are being manufactured and fabricated specifically for the Buyer and are not suitable for sale to third parties in the ordinary course of Crystal's business. (B) The Buyer is responsible for the sizes and dimensions of the goods to be manufactured. (C) Goods, which the Buyer requested delivered to a designated address, may be subject to freight and delivery charges. (D) Buyer may request that Crystal warehouse the goods at Crystal's factory rather than accept them on the delivery date, such arrangements may be available if Crystal has sufficient storage room at the time of Buyer's request. In such event, Crystal will add a charge for storage, and the balance of the price must be paid prior to the storage of the goods. In the event that the goods are stored in Crystal's factory, the goods shall be made available to the buyer for inspection, and the goods shall be deemed accepted and delivered as of the date of delivery regardless of whether Buyer chooses to inspect the goods. (E) 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; furthermore, Buyer shall accept subsequent deliveries of conforming goods under the installment contract; Buyer's sole remedy shall be the rejection of non-conforming goods within a reasonable time after delivery, and Crystal shall cure any such rejection by delivering conforming goods to the buyer as soon as practicable.

WARRANTIES (A) EXCEPT AS OTHERWISE PROVIDED IN WRITING BY CRYSTAL, THE FOLLOWING WARRANTY IS IN LIEU OF ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORILY PROVIDED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WARRANTIES MADE BY ANYONE OTHER THAN CRYSTAL ARE NOT BINDING ON CRYSTAL. Crystal hereby disclaims any statements, representations, or warranties of any kind whatsoever made by a Crystal sales representative to the Buyer. Crystal warrants that, at the time of delivery, the goods will conform with all agreed upon specifications, and, upon normal usage, the goods shall be free from material and workmanship defects for a period of one (1) year after delivery. If the goods furnished by Crystal fail to conform to such warranty, Buyer's sole and exclusive remedy against Crystal shall be for the repair, replacement, or refund of such goods, the election of which shall be made at Crystal's sole discretion. If a claim under this warranty is made with respect to factory applied paint finishes, Crystal's sole obligation hereunder shall be to provide touch-up paint.

No other remedy, including, but not limited to, incidental, special, indirect, or consequential damages for loss of profits, loss of sales, injury to persons or property, or any other type of loss or damage, shall be available, whether the remedy is based upon direct action, suit for contribution or indemnity, or otherwise, and whether arising out of contract, tort, product liability, strict liability in tort or otherwise. Crystal's limited warranty does not cover goods that exceed maximum tested dimensions, defects caused by accidents, fading or color changes due to normal aging or weathering, acts of god, terrorism, war, riot, or civil disorder, improper installation, maintenance, abuse or misuse of products, application of film to glass surface, glass breakage, glass scratches as defined in ASTM standard specifications for flat glass C1036-85, damages caused by airborne pollutants (such as acid rain or salt spray) to applied finishes, hardware finishes, screen breakage or modifications to products by the Buyer, or by operation outside of the usage parameters, or products made beyond standard production limits or which incorporate non-standard materials or components installed at Buyer's request. Some states do not allow limitations on how long an implied warranty lasts, or the limitation of incidental and/or consequential damages, so the foregoing limitations may not apply to the Buyer. This warranty gives specific legal rights and the existence of other rights may vary from state to state. (B) Crystal also warrants (i) that Crystal has full right, power, and authority to sell, transfer and deliver the goods free and clear of any lien, encumbrance, right or claim of any other person; and (ii) the production, sale or use of the goods does not infringe upon any patent, copyright, trademark or similar right excluding those instances in which Crystal complies Buyer's specifications.

CANCELLATION (A) Later modification to the size, quantity, material, delivery date, and delivery location, or other similarly material changes to this sale shall be treated as a cancellation (B) A sale cannot be cancelled by the Buyer without Crystal's prior written consent. Upon Crystal's consent, (i) Crystal shall retain all payments made pursuant to the sale, and (ii) Buyer shall comply with such other terms and actions upon which Crystal conditions its consent before the cancellation becomes effective. (C) Crystal may elect to cancel a sale if Buyer fails to pick up the goods from Crystal's factory within 30 days after the goods are ready for delivery. Buyer shall remain obligated to pay for all goods completed and in the process of being manufactured prior to Crystal's consent to the Buyer's cancellation.

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

MISCELLANEOUS (A) Crystal does not verify field conditions and manufactures goods at the specific direction of the Buyer, and in accordance with the information and dimensions provided by the buyer. (B) There is an additional charge for Shop Drawings by Crystal. (C) Crystal shall not either partially or fully waive its legal rights to any from of lien. Any waiver of Crystal's lien rights must be effectuated by forms prepared by Crystal's Legal Department. (D) Insurance/Indemnification. Crystal maintains commercial, general liability, workers' compensation, and employer's disability insurance. The Buyer, to the fullest extent permitted by law, shall indemnify, defend, save and hold harmless Crystal, 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 Crystal's goods, 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 therefrom. 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 Crystal. (E) Crystal is an Equal Opportunity Employer M/F/V/D. (F) Both Crystal and the Buyer represent, each to the other, that each is a 'merchant' and this is a transaction and sale 'between merchants.' (G) These General Terms and Conditions of Sale shall be governed by, construed, and interpreted, including definitions of terms, words, and usages, under and pursuant to the provisions of the New York Uniform Commercial Code. (H) Subject to applicability based upon local state laws, all credit card purchases are subject to an additional 2% credit card processing fee. (I) Buyer agrees to pay all costs in connection with any action brought by Crystal for the recovery of any payment due under this contract, including reasonable attorneys' fees, whether or not the action proceeds to judgment. (J) The singular shall include the plural and vice versa, whenever the sense and context of these terms and conditions require. (K) These General Terms and Conditions of Sale may not be amended, changed, modified, or altered except by a writing duly executed by Crystal. All prior representations, promises, agreements, understandings, or arrangements, whether oral or written, are merged herein and this document represents the entire understanding between the parties.