STOREFRONT DOORS USA, INC TERMS AND CONDITIONS FOR THE SALE OF GOODS AND SERVICES

1. Applicability. These Storefront Doors USA, Inc Terms and Conditions for the Sale of Goods and Services (these "**Terms**") are the only terms that govern the sale of the goods ("**Goods**") and provision of services ("**Services**") by Storefront Doors USA, Inc, a Georgia corporation ("**Seller**"), to the buyer named on the Purchase Order accompanying these Terms ("**Buyer**"). The accompanying purchase order, invoice, confirmation, or quote (as applicable, the "**Purchase Order**") and these Terms (collectively, this "**Agreement**") comprise the entire agreement between the parties and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. These Terms prevail over any of Buyer's general terms and conditions of purchase regardless of whether or when Buyer has submitted its purchase order or such terms. Fulfillment of Buyer's order does not constitute acceptance of any of Buyer's terms and conditions and does not serve to modify or amend these Terms. Notwithstanding anything to the contrary contained in this Agreement, Seller may, from time to time change the Services without the consent of Buyer provided that such changes do not materially affect the nature or scope of the Services, or the fees or any performance dates set forth in the Purchase Order.

2. Delivery of Goods and Performance of Services. The Goods will be delivered within a reasonable time after the receipt of the Purchase Order, subject to availability of finished Goods. Seller shall not be liable for any delays, loss, or damage in transit. Seller shall make delivery in accordance with the terms on the Purchase Order. Unless otherwise agreed in writing by the parties, Seller shall deliver the Goods to the location identified on the Purchase Order (the "**Delivery Point**") using Seller's standard methods for packaging and shipping such Goods. Buyer shall take delivery of the Goods upon delivery to the Delivery Point. Buyer shall be responsible for all loading costs and provide equipment and labor reasonably suited for receipt of the Goods at the Delivery Point. If for any reason Buyer fails to accept delivery of any of the Goods on the date the Goods have been delivered at the Delivery Point, or if Seller is unable to deliver the Goods at the Delivery Point on such date because Buyer has not provided appropriate instructions, documents, licenses or authorizations: (a) risk of loss to the Goods shall pass to Buyer; (b) the Goods shall be deemed to have been delivered; and (c) Seller, at its option, may store the Goods until Buyer picks them up, whereupon Buyer shall be liable for all related costs and expenses (including, without limitation, storage, and insurance). Seller may, in its sole discretion, without liability or penalty, make partial shipments of Goods to Buyer. Each shipment will constitute a separate sale, and Buyer shall pay for the units shipped whether such shipment is in whole or partial fulfillment of Buyer's Purchase Order. With respect to the Services, Buyer shall: (i) use reasonable efforts to meet any performance dates to render the Services specified in the Purchase Order, and any such dates shall be estimates only; (ii) cooperate with Seller in all matters relating to the Services and provide such access to Buyer's premises, and such office accommodation and other facilities as may reasonably be requested by Seller, for the purposes of performing the Services; (iii) respond promptly to any Seller request to provide direction, information, approvals, authorizations, or decisions that are reasonably necessary for Seller to perform Services in accordance with the requirements of this Agreement; (iv) provide such customer materials or information as Seller may request to carry out the Services in a timely manner and ensure that such customer materials or information are complete and accurate in all material respects; (v) obtain and maintain all necessary licenses, permits, and consents and comply with all applicable laws in relation to the Services before the date on which the Services are to start; and (vi) be responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by Buyer hereunder.

3. Non-Delivery. Seller shall not be liable for any non-delivery of Goods (even if caused by Seller's negligence) unless Buyer gives written notice to Seller of the non-delivery within five (5) days of the date when the Goods would been received in the ordinary course. Any liability of Seller for non-delivery of the Goods shall be limited to replacing the Goods within a reasonable time or adjusting the invoice respecting such Goods to reflect the actual quantity delivered. Buyer acknowledges and agrees that the remedies set forth in this Section 3 are Buyer's exclusive remedies for any non-delivery of Goods.

4. Title and Risk of Loss. Except as otherwise provider herein, title and risk of loss pass to Buyer upon delivery of the Goods at the Delivery Point. As collateral security for the payment of the purchase price of the Goods, Buyer hereby grants to Seller a lien on and security interest in and to all of the right, title, and interest of Buyer in, to, and under the Goods, wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing. The security interest granted under this provision constitutes a purchase money security interest under the Georgia Uniform Commercial Code.

5. Buyer's Acts or Omissions. If Seller's performance of its obligations under this Agreement is prevented or delayed by any act or omission of Buyer or its agents, subcontractors, consultants, or employees, Seller shall not be deemed in breach of its obligations under this Agreement or otherwise liable for any costs, charges, or losses sustained or incurred by Buyer, in each case, to the extent arising directly or indirectly from such prevention or delay.

6. Inspection and Rejection of Nonconforming Goods.

(a) Buyer shall inspect the Goods upon receipt and during the twenty-four (24) hour period following receipt (the "**Inspection Period**"). Buyer will be deemed to have accepted the Goods unless it notifies Seller in writing of any Nonconforming Goods during the Inspection Period and furnishes such written evidence or other documentation as required by Seller. As used herein, "**Nonconforming Goods**" means only the following: (i) the Goods shipped are different than identified in the Purchase Order; or (ii) the Goods' label or packaging incorrectly identifies its contents.

(b) If Buyer timely notifies Seller of any Nonconforming Goods, Seller shall, in its sole discretion, (i) replace such Nonconforming Goods with conforming Goods, or (ii) credit or refund the Price for such Nonconforming Goods, together with any reasonable shipping and handling expenses incurred by Buyer in connection therewith. Buyer shall ship, at its expense and risk of loss, the Nonconforming Goods to Seller's facility located at 131 Standard Drive, Blairsville, Georgia 30512. If Seller exercises its option to replace Nonconforming Goods, Seller shall, after receiving Buyer's shipment of Nonconforming Goods, ship to Buyer, at Buyer's expense and risk of loss, the replaced Goods to the Delivery Point.

(c) Buyer acknowledges and agrees that the remedies set forth in Section 6(b) are Buyer's exclusive remedies for the delivery of Nonconforming Goods. Except as provided under Section 6(b), all sales of Goods to Buyer are made on a one-way basis and Buyer has no right to return Goods purchased under this Agreement to Seller.

7. Price; Payment Terms. Buyer shall purchase the Goods and Services from Seller at the prices (the "**Prices**") set forth on the Purchase Order. If the Prices should be increased by Seller before delivery of the Goods to a carrier for shipment to Buyer, then these Terms shall be construed as if the increased prices were originally inserted herein, and Buyer shall be billed by Seller on the basis of such increased prices. All Prices are exclusive of all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any governmental authority on any amounts payable by Buyer. Buyer shall be responsible for all such charges, costs, and taxes. Buyer shall pay all invoiced amounts due to Seller on receipt of Seller's invoice. In the event payments are not received by Seller within thirty (30) days after becoming due, Seller may: (a) charge interest on any such unpaid amounts at a rate of 1.5% per month or, if lower, the maximum amount permitted under applicable law, from the date such payment was due until the date paid; and (b) suspend the delivery of any Goods, stop Goods in transit, or suspend the performance of any Services until payment has been made in full. Buyer agrees to pay the costs associated with the collection of unpaid invoices, including associated attorney's fees and court costs. Buyer shall not withhold payment of any amounts due and payable by reason of any set-off of any claim or dispute with Seller, whether relating to Seller's breach, bankruptcy, or otherwise. Buyer shall make all payments hereunder by wire transfer, credit card, or other electronic payment of immediately available funds and in U.S. dollars.

8. Mutual Warranties. Each party represents and warrants to the other party that: (a) it is duly organized, validly existing and in good standing as a corporation or other entity as represented herein under the laws and regulations of its jurisdiction of incorporation, organization, or chartering (if Buyer is a business entity); (b) it has the full right, power, and authority to enter into this Agreement, to grant the rights and licenses granted hereunder, and to perform its obligations hereunder; (c) the execution of this Agreement by its representative whose signature is set forth at the end hereof has been duly authorized by all necessary action of the party; and (d) when executed and delivered by such party, this Agreement will constitute the legal, valid, and binding obligation of such party, enforceable against such party in accordance with its terms.

9. Seller's Limited Warranties. Seller represents and warrants to Buyer the specific limited warranty as more fully described on Exhibit A attached hereto in regards to the delivery of Goods pursuant to this Agreement ("**Storefront Doors USA's Limited Warranty**"). Seller further represents and warrants to Buyer that it shall perform the Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and shall devote adequate resources to meet its obligations under this Agreement. Seller shall not be liable for a breach of the warranty set forth in this Section 9 unless Buyer gives written notice of the non-conforming Services, reasonably described, to Seller within twenty-four (24) hours of the time when Buyer discovers or should have discovered that the Services were non-conforming. In the event Buyer timely notifies Seller of any purported non-conformity in the Services and Seller does not dispute such non-conformity, Seller shall, in its sole discretion, either: (a) repair or re-perform such Services (or the non-conforming part); or (b) credit or refund the Price of such Services at the pro rata contract rate. **THE REMEDIES SET FORTH IN SECTION 9 AND SELLER'S LIMITED WARRANTY ARE THE BUYER'S SOLE AND EXCLUSIVE REMEDY AND SELLER'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTIES SET FORTH IN SECTION 9.**

10. Limitation of Liability. **IN NO EVENT SHALL SELLER BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL SELLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO SELLER FOR THE GOODS AND SERVICES SOLD HEREUNDER.**

11. Insurance; Compliance with Law. During the Term of this Agreement, Buyer shall, at its own expense, maintain and carry insurance in full force and effect which includes, but is not limited to, commercial general liability (including product liability) in such amounts as is industry standard for similarly situated businesses in Buyer's industry and with financially sound and reputable insurers. Upon Seller's request, Buyer shall provide Seller with a certificate of insurance from Buyer's insurer evidencing the insurance coverage specified in these Terms, and Seller shall be named as an additional insured on such certificate. Except where prohibited by law, Buyer shall require its insurer to waive all rights of subrogation against Seller's insurers and Seller. Buyer shall comply with all applicable laws, regulations, and ordinances. Buyer shall maintain in effect all the licenses, permissions, authorizations, consents, and permits that it needs to carry out its obligations under this Agreement.

12. Indemnification. Buyer shall indemnify, defend, and hold harmless Seller and its officers, directors, employees, agents, affiliates, successors, and permitted assigns (collectively, "**Indemnified Party**") against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorneys' fees, fees and the costs of enforcing any right to indemnification under this Agreement, and the cost of pursuing any insurance providers, incurred by Indemnified Party in a final judgment (collectively, "**Losses**"), relating to any claim of a third party or Seller arising out of or occurring in connection with Buyer's actions or omissions, negligence, willful misconduct, or breach of this Agreement. Buyer shall not enter into any settlement without Seller's or Indemnified Party's prior written consent.

13. Term; Termination. The term of this Agreement shall begin upon the date the Purchase Order is accepted by Seller and continue until the later of: (a) the end of the Inspection Period with respect to the last Goods delivered to Buyer; (b) delivery of conforming Goods if Seller elects to replace any Nonconforming Goods pursuant to Section 6(b); and (c) completion of the Services by Seller (the "**Term**"). In addition to any remedies that may be provided under these Terms, Seller may terminate this Agreement with immediate effect upon written notice to Buyer, if Buyer: (i) fails to pay any amount when due under this Agreement and such failure continues for thirty (30) days after Buyer's receipt of written notice of nonpayment; (ii) has not otherwise performed or complied with any of these Terms, in whole or in part; or (iii) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization, or assignment for the benefit of creditors.

14. Confidential Information; Intellectual Property. All non-public, confidential or proprietary information of Seller, including, but not limited to, trade secrets, technology, information pertaining to business operations and strategies, and information pertaining to customers, pricing, and marketing (collectively, "**Confidential Information**"), disclosed by Seller to Buyer, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential," in connection with the provision of the Services, the sale Goods, or this Agreement is confidential, and shall not be disclosed or copied by Buyer without the prior written consent of Seller. Confidential Information does not include information that is: (a) in the public domain; (b) known to Buyer at the time of disclosure; or (c) rightfully obtained by Buyer on a non-confidential basis from a third party. Seller shall be entitled to injunctive relief for any violation of this Section. All intellectual property rights, including copyrights, patents, patent disclosures and inventions (whether patentable or not), trademarks, service marks, trade secrets, know-how and other confidential information, trade dress, trade names, logos, corporate names, and domain names, together with all of the goodwill associated therewith, derivative works and all other rights (collectively, "**Intellectual Property Rights**") in and to the Goods and Services and all documents, work product, and other materials that are delivered to Buyer under this Agreement or prepared by or on behalf of Seller in the course of performing the Services or the sale of Goods shall be owned by Seller. To the extent that any of the Services would be considered works made for hire for Buyer as defined in Section 101 of the Copyright Act of 1976, Seller hereby assigns all of its rights and interests in those works made for hire to Buyer. Buyer acknowledges that the restrictions contained in this Section are reasonable and necessary to protect Seller's legitimate interests and constitute a material inducement to Seller to enter into this Agreement and consummate the transactions contemplated hereby.

15. Force Majeure. No party shall be liable or responsible to the other party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations of Buyer to make payments to Seller hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's ("**Impacted Party**") reasonable control, including, without limitation, the following force majeure events ("**Force Majeure Event(s)**"): (a) acts of God; (b) flood, fire, earthquake, explosion, epidemic, pandemic, or outbreak; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or action, including lockdowns or lockouts; (e) national or regional emergency; (f) strikes, labor stoppages, or slowdowns or other industrial disturbances; and (g) other similar events beyond the reasonable control of the Impacted Party.

16. Waiver; Assignment; Amendments and Modification; Relationship of Parties; No Third-Party Beneficiaries. No waiver by Seller of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by Seller. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement operates or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power, or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege. Buyer shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Seller. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves Buyer of any of its obligations under this Agreement. These Terms may only be amended or modified in a writing stating specifically that it amends these Terms and is signed by an authorized representative of each party. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of these Terms.

17. Governing Law; Submission to Jurisdiction. All matters arising out of or relating to this Agreement are governed by and construed in accordance with the internal laws of the State of Georgia without giving effect to any choice or conflict of law provision or rule (whether of the State of Georgia or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Georgia. Any legal suit, action, or proceeding arising out of or relating to this Agreement shall be instituted in the federal courts of the United States of America sitting in the Northern District of Georgia or the courts of the State of Georgia located in the County of Union, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

18. Notices; Severability; Survival. All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "**Notice**") shall be in writing and addressed to the parties at the addresses set forth on the face of the Purchase Order or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), email (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) upon receipt of the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Provisions of these Terms which by their nature should apply beyond their terms will remain in force after any termination or expiration of this Agreement including, but not limited to, the following provisions: Insurance; Compliance with Laws, Confidential Information; Intellectual Property, Governing Law; Submission to Jurisdiction, and Waiver; Notices; Severability; Survival.

19. Entire Agreement; Order of Authority. These Terms together with the Purchase Order and other exhibits attached hereto contain the entire understanding of the parties with respect to the subject matter hereof and supersede all prior and contemporaneous written or oral understandings, agreements, representations, and warranties with respect to such subject matter. In the event of any inconsistency between these Terms and the terms in the Purchase Order, these Terms shall govern unless the Purchase Order explicitly overrides these Terms.

20. Acceptance of Terms. BY ACKNOWLEDGING, ACCEPTING, OR CHECKING THE BOX THAT SAYS "I AGREE" TO THESE TERMS, BUYER ACKNOWLEDGES AND AGREES THAT BUYER HAS READ, UNDERSTOOD, AND HEREBY ACCEPTS THE TERMS OF THIS AGREEMENT.

EXHIBIT A

STOREFRONT DOORS USA'S LIMITED WARRANTY

(a) Seller warrants to Buyer that for a period of one (1) year for Goods comprised of doors and windows and two (2) years for the anodized coating finish on such Goods, in each case from the date of delivery of the Goods (collectively, "**Warranty Period**"), that such Goods will be free from defect in material or workmanship, subject to and notwithstanding expected, ordinary, and reasonable wear and tear on such doors, windows, and finish.

(b) **EXCEPT FOR THE WARRANTIES SET FORTH IN SUBSECTION (a) OF THIS LIMITED WARRANTY, SELLER MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE GOODS, INCLUDING ANY (i) WARRANTY OF MERCHANTABILITY; (ii) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (iii) WARRANTY OF TITLE; OR (iv) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.**

(c) Products manufactured by a third party ("**Third Party Product**") may constitute, contain, be contained in, incorporated into, attached to or packaged together with, the Goods. Third Party Products are not covered by the warranties in this Limited Warranty. For the avoidance of doubt, **SELLER MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ANY THIRD PARTY PRODUCT, INCLUDING ANY (i) WARRANTY OF MERCHANTABILITY; (ii) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (iii) WARRANTY OF TITLE; OR (iv) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE. NOTWITHSTANDING THE FOREGOING, WITH RESPECT TO THIRD PARTY PRODUCTS INCORPORATED INTO, ATTACHED TO OR PACKAGED TOGETHER WITH THE GOODS, SELLER MAY FROM TIME TO TIME PASS ON TO BUYER ANY OF THE WARRANTIES MADE BY SUCH THIRD PARTIES RELATING TO SUCH THIRD PARTY PRODUCTS, WHICH SHALL NOT CONSITUTE WARRANTIES MADE BY SELLER.**

(d) Seller shall not be liable for a breach of the warranties set forth in this Limited Warranty unless: (i) Buyer gives written notice of the defect, reasonably described (including the model number, serial number, proof of purchase and date of installation), to Seller within thirty (30) days of the time when Buyer discovers or ought to have discovered the defect; (ii) Seller is given a reasonable opportunity after receiving the notice to examine such Goods and Buyer (if requested to do so by Seller) returns such Goods to Seller's place of business at Seller's cost for the examination to take place there; and (iii) Seller reasonably verifies Buyer's claim that the Goods are defective or otherwise breach the warranties set forth in this Limited Warranty.

(e) Seller shall not be liable for a breach of the warranties set forth in this Limited Warranty if: (i) Buyer makes any further use of such Goods after giving such notice; (ii) the defect arises because Buyer failed to follow Seller's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods; or (iii) Buyer alters or repairs such Goods without the prior written consent of Seller.

(f) The warranties contained in this Limited Warranty shall only apply to the original Buyer of the Goods and may not be transferred or assigned. Any attempted transfer or assignment of the warranties contained in this Limited Warranty shall void all warranties contained herein.

(g) In the event of any breach of the warranties contained in this Limited Warranty, Seller's obligations under this Limited Warranty shall be limited to either (i) replace the defective or non-conforming Goods with non-defective or conforming Goods, or (ii) credit or refund the purchase price for such non-conforming Goods, together with any reasonable shipping and handling expenses incurred by Buyer in connection therewith. Buyer shall ship, at Seller's expense and risk of loss, the non-conforming Goods to Seller's designated facility. If Buyer elects to have Seller replace the non-conforming Goods, Seller shall upon Buyer's instruction, immediately ship to Buyer, at Seller's expense and risk of loss, the replaced Goods to the Delivery Point.