

MI WINDOWS AND DOORS, LLC PURCHASE TERMS AND CONDITIONS

These terms and conditions ("Terms") are included in each sale of the goods ("Goods") from the "Supplier" that are listed in this Purchase Order ("PO") and shall be the contract for sale for those Goods. Supplier acknowledges that MI does not agree to any variance, alteration, addendum to, or supplement of these Terms by Supplier in any way, unless separately agreed in a writing signed by an authorized representative of MI. All MI purchases of Goods shall be pursuant to these Terms exclusively. Seller shall notify MI immediately if any requirement of this PO or the Terms are objectionable or cannot be met in full.

FORMATION AND ACCEPTANCE OF CONTRACT: This PO and these Terms are the entirety of MI's offer for purchase of the Goods. This PO shall not be deemed to accept or incorporate any offer or quote from Supplier. These Terms are the only offer for purchase of the Goods, and any conduct by Supplier in response to this PO toward supply of the Goods shall constitute Supplier's acceptance of these Terms in full. If this PO is deemed responsive to a separate offer, then Supplier agrees that issuance of this PO shall constitute acceptance of such offer subject to the express condition that Supplier accept these Terms and that any different or additional terms herein shall control and supersede those that may be found in such offer. These Terms shall apply regardless of whether they are signed by MI or Supplier.

AGREEMENT: Due to MI's commitments to its customers, Seller may not terminate all or any portion of this PO without MI's prior written consent. Neither this PO, nor any of these Terms, may be modified, assigned, or delegated, without prior written consent of MI. Absent MI's prior written consent, any modification, assignment or delegation of this PO by Seller will be deemed a cancellation of this PO and any obligation of MI in relation to same. MI may, at its sole option and via written or electronic notice only, make adjustments to this PO without penalty at any time. Unless MI is promptly notified in writing of an objection to any adjustment, Seller will make the adjustment to this PO or the Goods as is necessary. If an adjustment alters the amount to be paid or the time for performance or delivery, Seller must set forth such terms in a written change request for this PO.

NOTICE: Seller will provide MI advance written notice when Seller becomes aware of any change in its materials, formulation, components, sourcing, manufacturing of the Goods, or any other change that may affect the fit, form, durability, function, or MI's use of the Goods or any obligation for disclosure or warnings related to same.

PRICE AND PAYMENT TERMS: This PO is a firm price offer made in United States Dollars and includes all potential tax obligations. The terms of payment are not subject to modification absent a writing signed by an authorized representative of MI. MI is entitled to make pro rata adjustments for any shortage in the quantity or quality of the Goods. Delay or refusal to supply Goods due to a disputed balance relating to this or any other PO shall not be permitted, and MI will be entitled to cover and reimbursement as provided in these Terms should Seller refuse or delay. MI's PO number must be included on any invoice from Supplier for Goods. MI will not process invoices submitted prior to delivery and inspection of the Goods unless separately agreed in writing.

QUANTITIES: MI may supply an estimate of anticipated future needs for Goods to Supplier; such are informational only and are not binding purchase commitments. Any quantity identified in this PO for Goods shall not bind MI to accept additional shipments or performance. Acceptance of this PO shall not waive MI's right to return or cancel all or any part of the PO or Goods due to defects (latent or patent) or breach of warranty, including the warranties specified in this PO. Any count, weight or other measure applicable to quantify the Goods delivered pursuant to this PO shall be performed by MI and such shall be final and conclusive.

PACKAGING: Goods must be prepared and packaged in a manner that reasonably protects them during transit without additional transportation or receiving costs. All charges for packing, crating, and protection of the Goods during transit will be paid by Seller. In the event Seller believes the Goods will require special handling or assistance during receiving, MI must be notified no less than 48 hours before the expected delivery date of any such requirements. All packing slips, invoices, and other reference documentation from Seller **MUST** include MI's PO number, the MI part number, and any line-reference that might be applicable. Charges incurred by MI due to Seller's failure to comply with any aspect of this section shall be paid by Seller.

DELIVERY: Delivery of uniform quality Goods during regular business hours on the date specified in this PO is essential to this transaction and the ability of MI to meet its commitments to its customers. MI has the right to refuse any Goods or cancel all or any part of this PO if Seller fails to deliver in accordance with these Terms. If Seller becomes aware that delivery of these Goods will not meet the specified date, MI must be informed immediately. MI has the right to require Seller, at Seller's expense, to use a carrier or method of transportation other than that selected by Seller. If Seller refuses MI's requirement for specific carrier or method, MI is entitled to make arrangements for an independent carrier or delivery method for the Goods and reduce the amount due under this PO by the costs attributable to such arrangements.

TITLE, RISK OF LOSS, CARRIAGE: Unless specified in the PO, title and risk of loss remains with Seller until the Goods have been delivered, inspected, and accepted by MI at the location specified. Supplier shall be responsible for all insurance costs, freight charges, import or export fees, duties, demurrage, taxes, and other carriage related charges incurred for delivery of the Goods. Where MI requests and arranges for transport of the Goods from Supplier's dock, the title and risk of loss shall rest with MI upon transfer of the Goods. In such case, the Goods shall not be deemed accepted until those items have been delivered, inspected, and accepted by MI at its facility.

INSPECTION AND ACCEPTANCE: All Goods are subject to inspection and testing by MI. If MI reasonably believes the Goods contain defects or are not in compliance with specifications or instruction, MI is entitled to prompt correction thereof or replacement with compliant Goods, at Seller's expense. If Seller is unable or refuses to correct or replace the Goods, MI may, at its option, replace the Goods and charge Seller or reduce payment of any amount due under this PO by the costs attributable to such effort and cover, including both incidental and consequential damages. Once MI provides Seller notification of its belief that the Goods are defective or noncompliant, all risk of loss with respect to such goods rests with Seller and Seller shall pay all charges in connection with the storage and return of those Goods. MI's acceptance or approval of specification or design information furnished by Seller will not relieve Seller of its obligations herein. Where MI requests, Supplier will respond to any Corrective Action and Preventative Action ("CAPA") demand within five (5) business days. Failure to substantively respond to a CAPA request and any action required therein may result in suspension, termination, modification or alteration of this PO without penalty or cost to MI.

COMPLIANCE: Seller shall, at MI's request, provide accurate data and information relating to the Goods, their composition, or any component, materials, or substance used. Seller agrees to retain and preserve accurate information regarding the Goods that is specific to the date of this PO. The ability of MI to request such materials or otherwise make inquiries into Seller's Goods, and Seller's obligations to supply materials and respond to such inquiries, does not relieve Seller of its independent obligation to ensure that the Goods comply with all laws, regulations, and industry standards applicable to Seller and the Goods supplied pursuant to this PO. Seller shall notify MI, warn, and label the goods in a manner sufficient to advise of any hazard (patent or latent) with the Goods that could expose anyone to harm during transportation, handling, storage, use, disposal, or disassembly. Seller agrees that, upon MI's request, it will attest in writing as to its compliance with all such requirements.

WARRANTIES: In addition to any warranties Seller will issue and provide to MI in connection with this PO, the following are essential terms to this transaction, each reflecting a fundamental basis of the bargain that will be completed through this PO. Seller warrants that Goods will be new and free from defects in material and workmanship, fully merchantable and of good quality. Seller warrants that it has investigated and knows of MI's purpose and intended use with respect to the Goods and that the Goods are fit and sufficient for MI's particular purposes and practices. Seller warrants that the Goods are in conformity with any requirements, specifications, testing, drawings, samples or descriptions furnished by either party and approved by MI. When applicable, Seller warrants that Goods shall comply with testing and durability prerequisites for NAFS component requirements or those of the AAMA Verified Components List. Seller warrants that it will be fully responsible for any warranty claim relating to the Goods; MI does not accept and expressly disclaims any effort by Supplier to pass through a warranty from its own suppliers or other entities contributing parts or pieces to the Goods, as may be applicable. Seller warrants that it has provided MI clear and reasonable warnings regarding the contents and composition of the Goods to the extent that MI would have an obligation to label, warn, or otherwise disclose the content or composition

of the Goods, regardless of whether such Goods are incorporated into products or items later sold by MI. Seller warrants that the sale and use of the Goods does not infringe upon or violate the intellectual property rights of a third party, whether such rights arise from or relate to patent, trade secret, trademark, service mark, copyright or any other right or entitlement. Each of the foregoing warranties shall survive delivery and acceptance of the Goods. Where the Goods are incorporated by MI into its products, the Seller's warranties shall expire on the later of either the date on which MI's own warranty commitment to the product ends, or expiration of Seller's warranty period for the Goods. Seller agrees that the breach of a warranty shall entitle MI to full compensation for all related costs and expenses, notwithstanding any other stated limitation. Separate and apart from any other warranty or indemnity obligation in these Terms, Seller agrees to indemnify and hold MI harmless from and against any and all claims, liability, loss, damage, expense (including attorneys' fees), and special, consequential and incidental damages suffered by or alleged against MI by reason of an alleged or actual breach of these warranties.

TRADE SECRET AND CONFIDENTIALITY: In connection with the issuance or fulfillment of this PO, Seller comes into possession of MI trade secrets, including but not limited to drawings, exemplars, samples, specifications, raw materials, parts, data, business intelligence, planning, or forecasting ("Trade Secrets"). Seller acknowledges that such is the proprietary information of MI that holds intrinsic value as a secret in the trade and shall be kept confidential. Seller may use Trade Secrets solely in connection with the performance required by this PO. Seller shall not disclose Trade Secrets to third-parties without MI's prior written consent, even where such may seem reasonably necessary to perform under this PO. Upon completion of this PO, or subject to MI's request at any time, Seller shall return all Trade Secrets to MI as well as any information generated by Seller referencing, relating to, or founded upon the Trade Secrets.

PROPRIETARY TOOLING AND WORK FOR HIRE: Unless separately specified by MI in writing, Seller shall supply all tooling, machining, hardware and software required to meet this PO. If Seller must obtain specific tooling, machining, hardware or software for fulfillment of this PO and charges MI in relation to one or any of those items, MI reserves the right to demand possession and title to such items upon completion of this PO. If this PO requires Seller specially develop, modify, or design all or part of the Goods for MI's use or purposes, Seller agrees that all direct and derivate work flowing from that effort, including designs, drawings, prints, plans, specifications, data, business information and materials used to develop, modify, or design the Goods will be deemed "work for hire" under applicable copyright and intellectual property laws, and whose sole possession, title, right, and interest shall be with MI. In such circumstances, and to the extent that MI requests, Seller will cooperate with MI and enact any documentation required to confirm, validate, or otherwise preserve MI's interest in any such work for hire.

INDEMNITY: Seller agrees that it will, to the fullest extent, defend, indemnify, and hold harmless MI, its affiliates, subsidiaries, parent entities, directors, officers, members, dealers, distributor and other MI agents (collectively "Indemnified Parties") from and against any and all allegations, claims, demands, lawsuits, administrative actions, settlements, judgments, losses, recalls, penalties, costs, liabilities, damages, and expenses incurred or to be incurred (including attorneys' fees) that arise from or relate to (i) Seller's breach of these terms or failure to comply with this PO; (ii) assertions by a third party for damages to property or bodily injury, or both, arising out of or in connection with Goods; (iii) any claim of infringement or intrusion of the intellectual property rights; (iv) any assertion that the Goods or any portion of the Goods supplied pursuant to this PO fail to meet the representations, guarantees, warranties, labels, instructions furnished by Seller, or performance criteria agreed upon pursuant to this PO; or (v) any claim that might arise, in whole or in part, from the Goods as supplied pursuant to this PO or as used by MI (collectively an "Action"). Seller's obligations pursuant to this section apply regardless of the title given to any claim in an Action or filing, and such shall be in addition to Seller's separate obligations owed to MI by these Terms or pursuant to any warranty issued with the Goods. If MI learns of an Action against an Indemnified Party, it will provide Seller reasonable notice and demand indemnity pursuant to this section. MI may provide Seller the opportunity to assume control of the defense of an Action, but any such acceptance by Seller does not lessen its requirements and obligations pursuant to these Terms. If Seller assumes control of the defense and later becomes aware of evidence or allegation that the independent acts of MI may have caused or contributed to the Action, Seller shall provide MI written notice of such evidence, allegation, theory, or claim within 10 business days. In all circumstances, MI shall have the right, but not the obligation, to appear, assist or defend an Action, on its own or with counsel of its own choosing. Notwithstanding the completeness of the indemnity obligations pursuant to this section, neither party shall be liable to the other for any special, exemplary, punitive, or consequential damages arising in any way out of the sole negligence, gross negligence, or reckless conduct of the other party.

RECALL OR ADMINISTRATIVE/AGENCY ACTION: If the Goods become subject to investigation or evaluation by Seller or any federal, state, or consumer agency in relation to the safety, compliance, or content of the Goods, Seller shall provide MI prompt written notice of such investigation or evaluation. If the Goods as sold or as incorporated into MI's product are subject to recall, replacement, repair, or refund, Seller shall fully cooperate with MI and be fully responsible for funding any consumer notice, contact, customer refunds, reporting costs, and storage or preservation fees relating to the Goods. Seller's obligations pursuant to this section shall apply regardless of whether such recall, replacement, repair or refund incepts from Seller, MI, federal, state, or responsible agency including, but not limited to, the Consumer Product Safety Commission.

TERMINATION: This PO may be terminated in whole or in part by MI, for its convenience and without penalty, at any time prior to delivery of the Goods. In the event of MI's termination, Seller shall immediately cease all work with respect to the terminated portion of this PO and incur no additional expense or charge in relation to any Goods that had been prepared or were being prepared pursuant to the portion of the PO being terminated. Seller shall conform to any part of this PO that is not terminated. MI shall have no obligations to Seller with respect to any terminated part of this PO. Where a portion of this PO is terminated by MI, the price due pursuant to this PO shall be the original per-unit price for the Goods completed as of the date of termination plus any work in progress, less the reasonable cost of reusable, resalable, or salvageable Goods or any portion thereof. In no event shall MI's responsibility for payment under this PO, or any portion thereof, exceed the aggregate original price of the PO, even when subject to termination in whole or in part.

EXCUSE: Neither Seller nor MI shall be liable or responsible for performance of this PO if such is delayed, prevented, or made commercially impracticable due to an impossibility of performance (force majeure event); e.g., unavoidable interruption in transportation, act of God, labor strike, war, criminal act, or any other reason whereby the failure to perform is beyond the reasonable control of a party. Such events do not include delays or nonperformance of a subcontractor or sub-tier supplier to Seller, shutdowns for maintenance, inability to source raw materials or other components necessary to manufacture the Goods, or adjustment to pricing. If Seller or MI believe an impossibility of performance exists, notice must be provided to the other party of the intent to not perform and the basis for that nonperformance. If Seller claims an impossibility to perform, MI may, at its option and without limitation on any other rights, seek alternative sourcing of the Goods and be entitled to any then-finished Goods or work-in-progress related to this PO.

GOVERNING LAW: This PO is to be governed by and construed under the laws of Pennsylvania without regard to its conflicts of law provisions. All disputes arising out of this PO or these Terms shall be resolved exclusively in state or federal district court for Dauphin County, Pennsylvania.

NONWAIVER: MI's failure to enforce any clause, condition, or remedy herein shall not be deemed a waiver of such provision or right to enforce. Nothing in these Terms shall be read or implied to limit the rights or remedies available to MI, with all entitlements herein being cumulative to any rights or remedies available to MI at law or equity.

SEVERABILITY: If any portion of these Terms is determined to be invalid or unenforceable, it will be severable and will not invalidate or render unenforceable the remainder of the Terms.

SCOPE OF CONTRACT: MI may change these Terms at any time. This PO and its Terms reflects the parties' final agreement with regard to the Goods and is the exclusive statement of the terms applicable to this transaction. The parties acknowledge that the obligations herein will extend after completion and delivery of the Goods. MI and Seller acknowledge these Terms run with the Goods and will continue to control their rights and responsibilities with regard to this PO and the Goods during either the useful life of the Goods or in response to any Action relating to or arising from the Goods

THESE TERMS AFFECT LEGAL RIGHTS AND ARE BINDING ON ALL PURCHASES AS OF 6/1/2019.

ADDITIONAL INFORMATION AND COPIES OF THESE TERMS ARE AVAILABLE AT www.miwindows.com.