

MI WINDOWS AND DOORS, LLC TERMS AND CONDITIONS OF SALE

CONTRACT OF SALE. MI Windows and Doors, LLC's (MI) agreement to manufacture/sell and Buyer's agreement to purchase is established upon Buyer's receipt of the MI Order Acknowledgement ("OA") and these Terms of Sale (TOS) for non-quoted jobs, and upon Buyer's return of the Order Acknowledgement Approval ("OAA") for quoted jobs. The Contract of Sale ("Contract") is comprised only of the OA and TOS, and also the Quote and OAA for quoted jobs.

PRICE & PAYMENT. Sales are F.O.B. MI's facility, freight prepaid, unless otherwise expressly agreed in writing. Prices do not include sales or use taxes, energy or fuel surcharges; which are the responsibility of Buyer. Payment terms are net 30 days from date of invoice. Invoices are due and payable in full, even if disputed. No back charges or deductions are permitted. Disputed amounts approved by MI will be credited to Buyer's account. Interest at 1.5% per month, compounding, may accrue on unpaid balances after 30 days. Buyer will pay or reimburse MI for any fees, costs or expenses incurred in connection with collection.

ORDER CHANGES. Within 24 hours of receipt of an OA, Buyer must notify MI in writing of any changes to the order or dispute with any of the TOS. Absent change or objection within 24 hours of receipt, the Contract will form and MI will undertake actions consistent with meeting the order. No other changes to an order will be considered after the Contract is formed. Cancellation of an order prior to component assembly will result in 50% cancellation fee. No cancellations after component assembly commences. MI does not accept returns as product is made-to-order.

PRODUCT INFORMATION. MI publishes product-specific documentation, including specifications and test results. The Warranty and generally applicable installation recommendations are also available. These items may be requested from MI salespersons, accessed at www.miwindows.com, or by calling (717) 365-2500. At or before the time of resale, Buyer must provide the applicable product documentation, including Warranty, to its customer. All product representations must be consistent with MI published materials.

PRODUCT SELECTION. MI's product information includes objective data allowing for comparison of products to assist Buyer in confirming that the products ordered address its customer's requirements. MI is not responsible for product selection, approval, suitability for a particular application or conformance with regulatory or code requirements.

DELIVERY. Loading, shipping and delivery dates are estimates only. Partial shipments are permitted. MI is not responsible for any loss or damage due to delay. Buyer is responsible for the unloading and inspection of products upon delivery and must note any damaged or nonconforming products on the proof of delivery. MI Inside Sales must be notified of damaged or nonconforming product not discovered upon delivery within 48 hours of delivery. After 48 hours, Buyer is deemed to have accepted the product. Do not install damaged or nonconforming product without MI's written approval. After acceptance, all alleged damage or nonconformities will be addressed only under the Warranty.

RISK OF LOSS. Risk of loss and all expense pass to Buyer at the time Product leaves MI's facility. Buyer shall insure the products against all risks until final payment with policies payable to MI as loss payee. Upon request, Buyer shall furnish a certificate of insurance with loss payable to MI. MI retains a security interest in the products until paid in full. If Buyer defaults, MI may retake possession of the products and pursue any other available remedies.

FIELD TESTING. The Contract does not contemplate and is not contingent on results of any field testing of MI product. Where field testing occurs, Buyer must give MI timely notice that is sufficient to permit observation by MI and identify the anticipated test methods and site

conditions. Absent express written agreement by MI, it will not be responsible to respond to test results, extrapolations to non-tested units, nor will it contribute to the cost of testing or remediation. See MI field testing statement, available at www.miwindows.com.

WARRANTY. MI's windows and doors are sold with a Limited Lifetime Product Warranty ("Warranty") that is applicable to Buyer and passed to all subsequent product owners. Buyer shall deliver a copy of the Warranty as part of any resale. Buyer will promptly notify MI of any post-installation service inquiries and support MI to address concerns per the terms of the Warranty. Buyer's remedies shall not exceed those afforded in the Warranty.

WARRANTY DISCLAIMER & LIMITATION OF REMEDY. The written MI Warranty is the only warranty for the product. MI DISCLAIMS ANY WARRANTY, EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. MI SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, LOSS OR EXPENSE OF ANY KIND, ARISING FROM OR RELATED TO THIS SALE OR THE PRODUCT. In no event shall MI be liable for more than the purchase price of the affected products. Any claim relating to the Contract must be made within two (2) years of delivery. Buyer is an independent distributor of MI product. Buyer is not an agent and has no authority to bind MI.

DEFENSE OR INDEMNIFICATION. Buyer will not seek defense or indemnification from MI and hereby waives such right even where otherwise afforded by contract or statute (e.g. Arizona Revised Statute § 12-684, Arkansas Code § 16-116-107, California Civil Code § 1792, Idaho Code § 6-1407, Louisiana Civil Code Article § 2531, Mississippi Code §11-1-63, North Dakota Century Code § 28-01.3-04, 12 Oklahoma Statutes § 832.1, Texas Civil Practices and Remedies Code § 82.002) absent MI's prior written agreement to defend or indemnify Buyer to the extent of product defect claims, in which case notice must be timely provided. Buyer agrees that any claim arising out of or related to Buyer's purchase of MI product shall be directed only to MI, not to an affiliate or insurer of MI.

FORCE MAJEURE. MI shall not be liable or responsible if performance is delayed, prevented, or made commercially impracticable due to a force majeure event, e.g. failure of supplier, interruption in transportation, act of God, labor strike, war, criminal act, or any other reason where the failure to perform is beyond the reasonable control of MI. If such an event arises, MI will give notice and make industry-reasonable efforts to continue with performance.

GOVERNING LAW. The Contract 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 the Contract shall be resolved exclusively in state or federal court in Dauphin County, Pennsylvania.

MODIFICATION. Buyer may not modify, assign, or terminate the Contract without the express written consent of MI. Modifications, exceptions, or inconsistencies within Buyer's documents are non-binding and deemed rejected absent a separate express term in an agreement signed by MI. These TOS control in all other respects.

WAIVER. MI's failure to enforce any clause, condition, or remedy herein shall not be deemed a waiver. Nothing in the Contract shall be read or implied to limit the rights or remedies available to MI.

SEVERABILITY. If any term in the Contract is determined to be invalid or unenforceable, it is deemed severable and will not invalidate or render unenforceable the remainder of the Contract.

THESE TERMS AFFECT LEGAL RIGHTS AND ARE BINDING ON ALL SALES EFFECTIVE 7/1/2019.

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