

## TERMS AND CONDITIONS OF SALE

1. Definitions: As used herein, the word "Seller" refers to Advanced Screenworks, LLC.; the word "Purchaser" refers to the party to which the Seller has furnished Product for which Seller has received a written or oral purchase order for a product to be supplied by Seller to Purchaser; and the word "Product" refers to the product or products, the sale of which is the subject of such purchase order.
2. Applicability: The terms and conditions shall exclusively govern the sale of the Product by Seller and they shall continue in effect until terminated in writing by Seller. In the event that these terms and conditions set forth different or additional terms to those set forth in any purchase order or similar document issued by Purchaser, Seller's performance is expressly conditioned upon Purchaser's assent to such additional or different terms. Purchaser's issuance of a purchase order or similar form for the purchase of the Product shall constitute Purchaser's acceptance of these terms and conditions. Modifications of these terms and conditions may be made only with Seller's prior express, written consent and attempts to alter such terms and conditions with printed purchase orders, acknowledgements or similar documentation shall be void.
3. E-mail Communication: Purchaser shall furnish Seller with an e-mail address via which Seller will communicate directly with Purchaser. Purchaser agrees to promptly review all e-mail communication from Seller pursuant to a purchase order from Purchaser.
4. Sales Acknowledgement: Seller shall furnish Purchaser with a Sales Acknowledgement via e-mail confirming the Product to be supplied by Seller to Purchaser together with any other charges to be incurred by Purchaser. Such charges may include, but are not limited to, taxes, freight, handling, customs and duties. Purchaser is required to notify Seller of any inaccuracies in the Sales Acknowledgement within 24 hours. Unless modified or corrected within 24 hours of receipt of the Sales Acknowledgement, Purchaser accepts Product pursuant to the Sales Acknowledgement and agrees to pay, to Seller, the total amount of the Sales Acknowledgement.
5. Payment Terms: Unless different payment terms are specified in Seller's Sales Acknowledgement, Purchaser agrees to pay the total amount set forth in Seller's Sales Acknowledgement by check, drawn in US dollars, prior to Seller's shipment of the Product. Purchaser will be charged a minimum of \$25.00 for each check that is returned to Seller, unfunded by Purchaser's bank. Purchaser shall be charged a minimum of 1% per month on any account balance carried by Purchaser beyond the payment-due-date of each unpaid invoice.
6. Price Changes: The prices, published in Seller's current product catalog are firm, supersedes all estimates and quotations. Published prices may only be altered by Seller in writing. Unit prices may change at any time due to material market fluctuations beyond the control of the Seller.
7. Delivery; Storage by Seller: All Product delivery or shipment times are estimated and approximate only. Seller does not guarantee performance of carriers. Unless notified in writing by Seller otherwise, any Product sold by Seller in connection with a purchase order shall be shipped F.O.B. Seller's plant and title to such Product shall pass to Purchaser upon delivery to the carrier which at all times shall be deemed to be Purchaser's agent. At its sole discretion, Seller shall select the carrier for shipment of the Product. In the event delivery of Product is delayed by Purchaser, Seller may charge a storage fee which shall be paid by Purchaser in accordance with the payment terms applicable to the Purchaser
8. **Receiving Shipment: All Products leave the Seller's plant as ordered and in newly manufactured condition free of damage. Purchaser is required to verify that the Product is received by Purchaser in the same condition. Purchaser or a responsible agent of Purchaser must be present to receive Product from carrier and must personally sign the carrier's shipment delivery receipt. Under no circumstances should Purchaser allow carrier to deliver Product without Product being properly inspected by Purchaser or a responsible agent of Purchaser. VISIBLE DAMAGES: Should Product be damaged in transit, Purchaser should accept the damaged Product from the carrier AND at the time of receipt of damaged Product, Purchaser must personally make notes on the carrier's shipment delivery receipt regarding said damages. A delivery receipt may be electronic or paper. Purchaser must also photograph all damaged Product. Purchaser must notify Seller of said damages or defects within 24 hours of the receipt of a shipment and furnish any pictures of the damages to Seller in order to remedy a claim of damage to Products occurring in transit. Seller is not responsible to remedy any claim of damage to Products occurring in transit if Purchaser fails to note such damage on the carrier's shipment delivery receipt and if Purchaser fails to report such damage to Seller within 24 hours of receipt of Products from the carrier. Seller shall promptly remedy a claim of visible damage in transit at no cost to Purchaser, provided Purchaser complies fully with the requirements of this paragraph. CONCEALED DAMAGES: All Products must be inspected for concealed in transit damages within 3 days of delivery of Product by the carrier to Purchaser. Claims of concealed damage must be reported to Seller together with photographs of the concealed damage within 3 days of Purchaser's receipt of Product. Remedy by the carriers of a claim of concealed damage is extremely difficult to achieve. Therefore, Purchaser is encouraged to be extremely thorough in the inspection of Products at the time of delivery. Seller reserves the right to remedy claims of concealed damage in transit only to the extent of the remedies that are approved by the carrier.**
9. Force Majeure: Seller shall incur no liability whatsoever for any delays in completion or delivery of the Product which are caused by events or circumstances beyond the reasonable control of Seller, whether affecting Seller directly or affecting Seller's supply chain including, without limitation, fire, flood, acts of God, strikes, boycotts, labor difficulties, unavailability of materials or unavailability or transportation, epidemics, pandemics, acts of terrorism.
10. Tolerances and Variances: All goods shall be subject to tolerances and variations consistent with the usual trade practices regarding appearance, dimension, straightness, section, composition and/or chemical properties and normal variations in surface and internal conditions and quantity and shall also be subject to deviations from tolerances and variations consistent with practical testing and inspection methods.

11. Express Warranty; Limitation of Remedy: Seller warrants that Product produced pursuant to this agreement shall meet the written specifications, if any, of such Product and shall be free of material defects in workmanship or material at time of delivery to Purchaser. Purchaser shall notify Seller promptly in the event that Purchaser discovers that one or more Products do not meet the forgoing warranty. Failure of *Purchaser* to provide Seller with such notification within fifteen (15) days of delivery of Products to Purchaser shall constitute conclusive evidence that the Products satisfy the aforementioned warranty. In the event that any Product fails to meet the foregoing warranty, the Purchaser shall notify Seller in writing and shall provide documentation of the claim. Seller shall re-work, repair, or replace any product found to be non-conforming. If re-work, repair or replacement is not practical, Seller may refund the purchase price of the non-conforming or defective Products to Purchaser. Such re-work, repair, replacement or refund shall constitute Seller's sole obligation and the sole and exclusive remedy of Purchaser for claims involving defective Products, regardless of the legal theory upon which such a claim may be based.
12. **EXCLUSION OF IMPLIED WARRANTIES: WITH THE EXCEPTION OF THE EXPRESS WARRANTIES SET FORTH IN PARAGRAPH 10 AND PARAGRAPH 11 HEREOF, THE SELLER MAKES NO OTHER EXPRESS WARRANTY AND NO IMPLIED WARRANTY INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND WARRANTIES OF FITNESS FOR ANY PARTICULAR PURPOSE.**
13. Damages Disclaimer: *NOTWITHSTANDING ANYTHING TO THE CONTRARY SET FORTH ELSEWHERE HEREIN, UNDER NO CIRCUMSTANCES SHALL THE SELLER BE LIABLE TO PURCHASER OR ANY THIRD PARTY CLAIMING THROUGH PURCHASER FOR ANY SPECIAL, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGE WHATSOEVER REGARDLESS OF THE LEGAL THEORY UPON WHICH ANY CLAIM MAY BE BASED INCLUDING, WITHOUT LIMITATION, CONTRACT, WARRANTY OR TORT. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, IN NO EVENT WILL SELLER BE LIABLE TO PURCHASER FOR LOST PROFITS OR LOST SAVINGS.*
14. Changes and Cancellation: Purchaser shall not defer or revise any order placed with Seller (by purchase order or other authorization) or return any conforming Product without, in any case, Seller's express prior written consent and authorization. In the event Seller consents to a revision of any order or return of any conforming Product, Seller's delivery schedules and/or price shall be subject to modification by Seller as Seller deems appropriate. If Purchaser cancels any order placed with Seller, Purchaser shall pay to Seller within thirty (30) days of such cancellation all costs and expenses incurred by Seller in connection with Purchaser's order (including without limitation, engineering expense, materials, direct labor with factory burden, commitments to order cancellation fees charged by Seller's suppliers and subcontractors and a pro rata portion of Seller's overhead).
15. Assignment: Neither party may assign or transfer its rights hereunder without the prior written consent of the other.
16. No Waiver: The failure of either party to enforce at any time any of the provisions hereof shall not be construed to be a waiver of such provisions or the right of such party to enforce such provisions thereafter.
17. Governing Law; Jurisdiction and Venue: This agreement shall be governed by the laws of the State of Georgia, in the United States of America. Purchaser and Seller irrevocably and unconditionally (a) agree that any suit, action or legal proceeding arising out of or relating to this agreement, or for recognition and enforcement of any judgment in respect thereof, shall be brought in the courts of record in the State of Georgia, Barrow County or a District Court of the United States having jurisdiction in the county of Barrow in the State of Georgia in which the suit is filed, and appellate courts from any thereof; (b) consent to the jurisdiction of such court in any suit, action or proceeding; (c) waives any objection which it may have to the laying of venue of such suit, action or proceeding in any such courts; and (d) agree that service of any court paper may be effected on such party by mail, as provided in this agreement, or in such other manner as may be provided under applicable laws or court rules in said State.