

DEALER TERMS AND CONDITIONS OF SALE

For your guidance, Green World Windows and Doors Corp. ("Green World"), has set out in this document our basic terms and conditions ("Terms") for the sale of our window, door and skylight products ("Products") to you. If you provide us with any pre-printed terms and conditions that appear on any purchase order or other form document, they will be of no force or effect unless we agree expressly in writing to modify these Terms or to state these Terms will not apply. These Terms are deemed to be a part of our published price book as it is revised from time to time and all other documents exchanged between us relating to the sale and purchase of our Products, whether electronic or in writing, including without limitation all quotations, purchase orders, releases, acknowledgments, packing slips and invoices.

1. **APPLICATION OF TERMS.** Our acknowledgement and acceptance of your order for our Products are expressly limited to and made conditional upon your acceptance of these Terms and any quotation we previously furnished to you. We deem material, object to, and reject any of your terms and conditions additional to or different from these Terms that we have not expressly agreed to in a separate writing (except additional provisions specifying quantity, description of the products ordered and shipping instructions). We will deem you to have waived any objection to these Terms in respect to any order for Products if we have not received written notice of any objection from you within ten days of the date of our quotation or order acknowledgment to you, whichever is earlier, or if neither of the foregoing applies within ten days of the date of the most recent price book released before the order is placed. You will, in any event, be deemed to have agreed to these Terms if you accept any portion of the Products you order from us.

You acknowledge that the prices we charge are predicated on the enforceability of these Terms, that the prices would be substantially higher if these Terms did not apply, and that you accept these Terms in exchange for such lower prices.

2. **DISCLAIMER OF WARRANTY.** We extend written warranties on our Products to the original consumer residential purchasers of our Products for replacements and as part of new construction and commercial purchasers of our Products for installation in new construction and as replacements in accordance with the terms, conditions and limitations set forth on the applicable Product warranties published from time to time on our Web Site address at www.greenworldwindows.com. Performance data and Ratings in our Product Specifications are a guide for the user in determining suitability and do not constitute a warranty. Selection of Green World Products to conform to all applicable laws, ordinances, and building, safety and energy codes, standards and requirements and local weather conditions for any particular project ("Project Specifications") is your sole responsibility. All Project Specifications must be in writing. You acknowledge that you alone have determined that the Products you order will suitably meet the requirements of your intended use and applicable Project Specifications. Except as expressly stated above, WE DISCLAIM ALL WARRANTIES TO YOU, EXPRESSED, IMPLIED OR STATUTORY, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
3. **LIMITATION OF REMEDIES.** You must inspect our Products prior to installation for any failure to conform to the Product Specifications and promptly notify us of any such nonconformance. Your failure to discover and report any nonconformity prior to installation of the Products will constitute a full and complete waiver of any claim by you for nonconformance. We may require a reasonable opportunity to inspect the Product and confirm the nonconformity. Your sole and exclusive remedy against us for nonconforming Product will be limited, at our option, to our repair or replacement of any nonconforming Product for which you make a claim or our issuance to you of a credit for the nonconforming Product in accordance with any instructions we have given you for the return of the Product or otherwise. In no event will we be responsible for labor or cost of labor for removal or installation of any Product. This exclusive remedy will not be deemed to have failed of its essential purpose so long as we are willing and able to repair or replace the nonconforming Product, and in any event, our liability for any damages due you will be limited to the purchase price of the nonconforming Products. This paragraph states your sole and exclusive remedy for breach of warranty.
4. **LIMITATIONS ON ACTIONS AND LIABILITY.** The period within which you must bring any and all claims arising under these Terms will expire one year from the date the claim accrues. WE WILL NOT BE LIABLE FOR ANY LOSS DAMAGE OR INJURY RESULTING FROM DELAY IN DELIVERY OF THE PRODUCTS OR ANY FAILURE TO PERFORM DUE TO CIRCUMSTANCES BEYOND OUR CONTROL. OUR MAXIMUM LIABILITY, IF ANY, FOR ALL DAMAGES, INCLUDING WITHOUT LIMITATION CONTRACT DAMAGES AND DAMAGES FOR INJURIES TO PERSONS OR PROPERTY, WHETHER ARISING FROM OUR BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY OR OTHER TORT WITH RESPECT TO THE PRODUCTS IS LIMITED TO AN AMOUNT NOT TO EXCEED OUR PRICES CHARGED FOR THE PRODUCTS. IN NO EVENT WILL WE BE LIABLE TO YOU FOR ANY CONSEQUENTIAL OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOST REVENUES AND PROFITS, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE RIGHT TO RECOVER DAMAGES WITHIN THE LIMITATION SPECIFIED IS YOUR EXCLUSIVE ALTERNATE REMEDY IN THE EVENT THAT ANY OTHER REMEDY AVAILABLE UNDER THESE TERMS FAILS OF ITS ESSENTIAL PURPOSE.
5. **DEALER PRODUCT STATEMENTS.** You have no authority to bind or assume any obligation on behalf of Green World in any way, including without limitation, any warranty, representation, advertising claim or promise related in any way to the Products. You shall defend, indemnify and hold harmless Green World from all claims, demands, damages, losses, expenses, costs, penalties, fines or attorneys' fees, suits, proceedings or liabilities of any kind arising out of any warranty, representation, advertising claim or promise made by you or your agents to anyone relating in any way to the Products without our advance express written consent.

6. **ORDERS.** We request that you confirm in writing all orders you place with us over the telephone. To avoid delays and errors, you need to state clearly the quantity, size, series, finish and complete description of the Products you order. Our usual practice is for our Sales Department to confirm your telephone order verbally and in writing; however, you will accept responsibility for errors if you have not placed your order with us in writing or if you fail to notify us of any discrepancies immediately upon receipt of a written acknowledgment of the order from us, and in any event prior to commencement of production of your order.
7. **PRICES, TERMS AND SHIPMENT.** You will pay the prices for our Products in effect at the time of shipment, unless we otherwise agree in writing. No cash discount is allowed unless we otherwise specify to you in writing. You will not be entitled to any set offs or counterclaims unless we agree in writing. In addition to the prices specified, you agree to pay any applicable taxes or duties assessed in connection with any sale and purchase of Products. Prices are (1) F.O.B. shipping point, if the Products are shipped by common carrier or your truck, or (2) F.O.B. destination point, if the Products are shipped by Green World's truck. Delivery of the Products shall occur and title and risk of loss of the Products will transfer to you at the F.O.B. point, to wit: (i) upon shipment of Products from the F.O.B. shipping point, or (ii) upon tender of the products for unloading at your designated delivery destination. We reserve the right to impose a surcharge(s) from time to time upon thirty days notice when it is necessitated by fluctuating market prices for energy, which affect the price of vinyl and fiberglass resins, glass, and delivery costs incurred by us to manufacture and deliver the Products. We shall retain, and you hereby grant to us a security interest in any Products we ship to you until the full purchase price is paid by you. You agree that we may file a uniform commercial code financing statement with respect to the Products we sell to you in order to protect our interest in such Products until you make payment in full.
8. **LATE PAYMENTS/REBATES, ETC.** If at any time your account is not current with Green World (hereinafter a "payment default"), we may, in addition to any and all other remedies available to us hereunder or otherwise, in our sole discretion, (i) terminate our dealer relationship with you upon written notice to you of such payment default and your failure to cure such payment default within ten (10) days from the date of such notice, and (ii) elect to not ship Products to you or accept any orders for additional Products. In addition, rebates are not earned or payable if the ratings issued by any agency, such as S&P, Moody's, or Fitch, relating to your company, parent, subsidiaries, or affiliates are lower than investment grade quality.
9. **DELIVERY SCHEDULES.** The promised delivery date is our best estimate possible of when we will ship the products or render the services. The lead time after the order is confirmed is at least five (5) business days. We will not be liable for any loss, damage, incidental, consequential or other damages due to delays.
10. **EXCUSE OF PERFORMANCE.** We will not be liable for any delay in delivery or for non-delivery, in whole or in part, caused by the occurrence of any contingency beyond our control or the control of our suppliers, including but not limited to failure or delay in transportation, acts of any government, judicial action, labor disputes, fire, accident, acts of nature, shortage of labor, fuel, raw material or machinery or technical failure. If any contingency occurs, we may allocate production and deliveries among our customers in a manner we will determine in our sole discretion.
11. **CREDIT APPROVAL.** You will furnish to us all financial information reasonably requested by us from time to time for the purpose of establishing or continuing your credit limit and terms. Shipment and delivery of Products will at all times be subject to the approval of our Credit Department and we may at any time decline to make any shipment or delivery except upon receipt of payment or upon terms and conditions or security satisfactory to us. You agree that we may file a uniform commercial code financing statement with respect to the Products we sell to you in order to protect our interest in such Products until you make payment in full.
12. **CANCELLATION.** Our Products are manufactured to your order and so you may only cancel orders with our written approval and then only upon the conditions we impose on such cancellation. Any cancellations must be provided to Green World in writing within twenty-four (24) hours after the order is confirmed by Green World and all cancellations must be confirmed by Green World's signature. Unless otherwise agreed to by Green World on a case by case basis, you will need our approval before returning any Products to us.
13. **DEFAULT.** You may terminate an order for our default, wholly or in part, only if before we receive a notice of termination, we have received notice in writing specifying such default, and such default is not excusable under any provision hereof, and we have not remedied such default within thirty (30) days after we received such notice of default. If we deliver nonconforming Products to you, you will have the rights set forth in paragraph 3 of these Terms, but such delivery will not be deemed a default for purposes of termination of the order.

If you are entitled to terminate an order for our default, you will be relieved of the obligation to pay for Product not delivered before the effective date of such termination. Our default will not subject us to liability, through payment by us, set off or otherwise, for any other damages, whether direct, consequential or incidental, and whether sought under theories of contract or tort.
14. **ASSIGNMENT.** You cannot assign any order or any claim against us arising directly or indirectly out of or in connection with an order without our prior written consent.
15. **INDEMNIFICATION.** Technical assistance and information, if any, we furnish to you in connection with the sale of our Products are furnished for your accommodation. You assume all liability for the proper application of such information, using your own technical expertise and know-how. You shall indemnify and hold us and our affiliates harmless from and against all liabilities, losses, claims, costs and expenses (including reasonable attorneys' fees) related to any claim, investigation, litigation or proceeding (whether or not we are a party) arising out of your installation (or those

providing installation on your behalf) of the Products or your selection of Products to meet any Project Specifications.

16. REMEDIES. Our rights and remedies will be cumulative and additional to all other remedies provided by law or equity. We will be entitled to recover costs and attorneys' fees in the enforcement or defense of any rights under these Terms or with respect to any transaction.
17. PAST-DUE ACCOUNTS. We will be entitled to assess a late charge on all past due invoices equal to 1.5% per month (18% per year); however, if a law that applies to such late charge only allows a lesser charge, the late charge will automatically be reduced to the maximum rate allowed by such law.
18. GOVERNING LAW AND FORUM. All orders will be construed, interpreted and the rights of the parties determined in accordance with the laws of the State of California without regard to any conflict of laws provisions that might otherwise apply. You agree to exercise any right or remedy in connection with these Terms exclusively in, and you agree to submit to the jurisdiction of the appropriate state or federal court of the State of California, with venue in Riverside County.
19. ENTIRE AGREEMENT. These Terms contain our entire agreement relating to the transaction covered by these Terms. These Terms may not be waived, changed, modified, extended or discharged orally but only by agreement in writing and signed by the authorized representative of the party against whom enforcement of any such waiver, change, modification, extension or discharge is sought.