

SHELTER OUTDOOR LLC
TERMS & CONDITIONS

The sale or supply of any products and/or services by Seller, or its subsidiaries or affiliates, to the Purchaser is expressly conditioned upon the terms and conditions contained or referred to in this Contract. Any additional or different terms and conditions set forth in Purchaser's purchase order or other communication are objected to and will not be binding upon Seller unless specifically agreed to in writing by an officer of Seller. Any order or authorization by Purchaser, whether written or oral, for Seller to furnish products or services shall constitute acceptance of these terms and conditions. No modification to this Contract shall be effective against Seller unless evidenced in writing and signed by a duly authorized representative of Seller.

1. Definitions: "Seller" shall mean Shelter Outdoor LLC; "Purchaser" shall mean the person or entity listed on the order acknowledgment, and any subsidiary or affiliate of such person or entity receiving Products under the Contract; "Parties" shall mean the Purchaser and Seller, collectively; "Product(s)" shall mean the goods supplied pursuant to this Contract; "Contract" shall mean Shelter Outdoor's order acknowledgment, these Terms and Conditions; and "Facility" shall mean any manufacturing or distribution facility operated by Seller.
2. Method of Payment: A 50% deposit is due from the Purchaser at the time of order of any Product. The balance is due before shipment of the Products from the manufacturer's facility. All payments shall be paid in United States Dollars and may be payable via cash, check, wire, or credit card only.
3. Delivery and Risk of Loss: All prices of Products are Ex Works (Incoterms 2000) Seller's Facility in North Carolina or the facility of the applicable manufacturer. Title to and risk of loss of any Products sold hereunder shall pass to Purchaser upon Seller's delivery of the Products to the carrier at Seller's Facility. Seller is not responsible for loss or damage in transit. Purchaser shall bear the cost of freight from Seller's Facility to Purchaser's location. Performance shall be deemed to have occurred at the point of delivery to carrier at Seller's Facility.
4. Acceptance and Rejection: Promptly upon receipt of Products delivered hereunder, Purchaser shall carefully inspect such Products for any damage, defect, or shortage before signing the freight bill. All claims for shortage or nondelivery and any claim for damage or defect which could reasonably be discoverable in the course of such inspection shall be waived unless Purchaser shall notify Seller of the same within ten (10) days after receipt of such shipment of Products to which the claim relates. If Purchaser rejects in whole or in part any nonconforming shipment of Products, Purchaser shall provide Seller written notice of such rejection not later than ten (10) days after receipt of such shipment of Products. If Purchaser fails to provide Seller with such notice, Purchaser shall be deemed to have accepted the applicable shipment of Products. Upon written notice of nonconformity of any Product, Seller shall have the right to cure said nonconformity within a reasonable time. If Seller agrees with Purchaser's determination that a shipment of Products does not comply with applicable specifications, Seller shall use reasonable efforts to repair or replace the nonconforming Products, at no additional costs to Purchaser.
5. Product Specification and Prices: Seller reserves the right to alter product specifications without notice. Prices are subject to change without notice to Purchaser. All orders placed by Purchaser are subject to final confirmation by Seller. Seller is not responsible and will not honor incorrect quotations from independent representatives. All prices and other terms are subject to correction for typographical or clerical errors.
6. Product Dimensions: All advertised Product dimensions are subject to change without notice to Purchaser or Purchaser's consent. If dimensions are critical to Purchaser, Purchaser may advise Seller of such when ordering the Product(s). Seller will make reasonable efforts to comply with Purchaser's requests, however, Seller does not guarantee that the Product(s) will exactly conform to Purchaser's requests or the advertised dimensions.

7. Cancellations: All Products are finished to order and Purchaser shall have no right to cancel an order without first obtaining the prior written consent of Seller and the payment of the cancellation fee imposed by Seller. Seller will not consent to the cancellation by Purchaser of an order after production of such Products has begun.
8. Collection Costs: Purchaser agrees to be liable for all collection costs including, but not limited to, Seller's attorney's fees and costs. Overdue accounts shall be assessed a late payment fee at the rate of two percent (2%) per month or the maximum rate permitted by applicable law with respect to such obligations, whichever is less.
9. Product Delivery: Product delivery dates are not guaranteed. Seller assumes no liability in the event of any delivery delays.
10. Storage Charges: Postponement of shipment beyond Seller's scheduled ship date will result in a storage charge at the rate of two and one-half percent (2.5%) per month on invoice total.
11. Permits and Building Codes: Purchaser shall be solely responsible for, and shall obtain, all necessary city and county permits, licenses and approvals prior to commencement of installation of the Product. Purchaser agrees to indemnify and hold Seller harmless for violations of any city or county ordinance or code.
12. Taxes: Purchaser shall pay all taxes based on or in any way measured by this Contract or the Products, including any real or personal property taxes. If Seller is required to pay or collect any taxes on the Products, then all such amounts shall be paid by Purchaser or reimbursed by Purchaser to Seller.
13. Seller's Remedies: Seller retains the right upon breach of this Contract by the Purchaser to sell any Products in Seller's possession. In effecting any resale based upon breach of this Contract by Purchaser, the Purchaser shall remain liable for any net deficiency on resale of Product. Seller shall be entitled to collect from Purchaser reasonable attorney's fees and costs related to Purchaser's breach of this Contract.
14. Pass Through Limited Warranty: Seller will pass through to Purchaser any transferrable warranty, remedy and indemnification provided by the manufacturer of the Product. Seller is not the manufacturer of the Product and therefore makes no warranty relating to the Product other than the pass through warranty that is provided above. If Purchaser alters the Product in any manner or fails to maintain the Product in compliance with the safety, installation and maintenance instructions and owner's manual included with the Product, all Product warranties shall be immediately void.
15. Purchaser's Remedies: PURCHASER'S EXCLUSIVE REMEDY FOR SHORTAGE OF PRODUCT, DAMAGED OR DEFECTIVE PRODUCT (WHETHER OR NOT OCCURRING AS A RESULT OF SELLER'S ALLEGED NEGLIGENCE OR GROSS NEGLIGENCE), OR ANY OTHER CAUSE OF ACTION ARISING OUT OF SELLER'S SALE OF PRODUCTS (WHETHER ARISING IN CONTRACT, TORT, STRICT LIABILITY OR UNDER ANY OTHER LEGAL THEORY) IS EXPRESSLY LIMITED TO REPAIR OR REPLACEMENT OF NONCONFORMING PRODUCTS, AT SELLER'S SOLE OPTION. PURCHASER SHALL HAVE NO RIGHT TO WITHHOLD PAYMENT OR MAKE A REDUCTION IN PRICE. PURCHASER'S REMEDY OF REPAIR OR REPLACEMENT IS AVAILABLE ONLY IF NONCONFORMANCE WAS NOT CAUSED BY PURCHASER'S MISUSE, NEGLIGENCE, IMPROPER INSTALLATION OR STORAGE, OR TRANSPORTATION, OR BY ACCIDENT, FIRE OR OTHER HAZARD.
16. Limitation of Liability: IN NO EVENT SHALL SELLER OR ITS SUBCONTRACTORS BE LIABLE TO PURCHASER FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT OR SPECIAL DAMAGES, INCLUDING PUNITIVE OR TREBLE DAMAGES OR ATTORNEY'S FEES, WHETHER

FORESEEABLE OR UNFORESEEABLE, BASED ON CLAIMS OF PURCHASER OR ITS CLIENTS OR CUSTOMERS (INCLUDING, BUT NOT LIMITED TO, CLAIMS FOR LOSS OF GOODWILL, PROFITS, USE OF MONEY OR USE OF PRODUCTS OR IMPAIRMENT OF OTHER ASSETS), ARISING OUT OF BREACH OF EXPRESS OR IMPLIED WARRANTY, BREACH OF CONTRACT, MISREPRESENTATION, NEGLIGENCE, GROSS NEGLIGENCE, STRICT LIABILITY IN TORT OR OTHERWISE IN CONNECTION WITH OR ARISING OUT OF THIS CONTRACT, EXCEPT IN THE CASE OF PERSONAL INJURY OR PROPERTY DAMAGE WHERE AND TO THE EXTENT THAT APPLICABLE LAW REQUIRES SUCH LIABILITY. TO THE EXTENT PERMITTED BY APPLICABLE LAW, PURCHASER'S RECOVERY FROM SELLER FOR ANY DAMAGES SHALL NOT EXCEED THE PRICE PURCHASER PAID TO SELLER FOR SUCH PRODUCT.

PURCHASER ASSUMES RESPONSIBILITY FOR ALL PERSONAL INJURY AND PROPERTY DAMAGE RESULTING FROM THE HANDLING, POSSESSION, USE, AND PURCHASER'S INSTALLATION OF ANY PRODUCT. ANY ACTION BY PURCHASER FOR BREACH OF THIS CONTRACT BY SELLER OR ANY OTHER CAUSES OF ACTION OF PURCHASER EXPRESSLY ALLOWED UNDER THIS CONTRACT MUST BE COMMENCED WITHIN ONE YEAR AFTER THE CAUSE OF ACTION HAS ACCRUED.

17. Exclusive Warranty and Remedy: THE WARRANTIES AND REMEDIES SET FORTH HEREINABOVE ARE EXCLUSIVE, AND NO OTHER WARRANTY OR REMEDY OF ANY KIND, WHETHER STATUTORY, WRITTEN, ORAL, EXPRESS, OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF PERFORMANCE, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, SHALL APPLY. Seller makes no representation or warranty concerning the application or effect of any federal, state, national or local laws, ordinances, rules or regulations which may now or hereafter pertain to the installation, use or operation of the Products.
18. Indemnity: Purchaser agrees to indemnify, hold harmless and defend Seller and Seller's directors, officers, employees and agents, and the directors, officers, employees and agents of any Seller parent, subsidiary or related company (the "Seller Indemnities") from and against any and all claims, suits, losses, damages, costs, fees and expenses arising out of the death or injury to person or damage to property resulting from the sale, marketing or use of the Products by Purchaser, except to the extent that such claims, suits, losses, damages, costs, fees or expenses arise or result from any negligent or wrongful act or omission of Seller.
19. Force Majeure: No liability shall result from Seller's nonperformance or delay in performance hereunder, when due to (i) war (whether or not declared and whether or not the United States or the country in which Purchaser's place of business is located is a participant), act of the public enemy, act of God, riot, fire, explosion, flood, storm, accident, or sabotage; (ii) strike, lockout or other labor trouble (whether or not such labor trouble is within the reasonable control of Seller; (iii) compliance with any law, act, regulation, priority, request or recommendation of any governmental authority; (iv) unavailability, shortage or significant increase in the cost of fuel, raw materials, energy sources or labor; (v) mechanical failure or breakdown of equipment; or (vi) any contingency beyond the reasonable control of Seller interfering with the production, supply, transportation, or installation of the Products covered by the Contract or with the supply of raw materials used in connection therewith.
20. Miscellaneous:
 - a. Remedies not Exclusive: All remedies available to the Parties for breach of obligations herein are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy will not be deemed an election of such remedy to the exclusion of other remedies provided herein.
 - b. Dispute Resolution: Any dispute between Seller and Purchaser arising under or related to this Contract other than disputes related to the Purchaser's failure to pay the amounts due hereunder shall be resolved by arbitration in Winston-Salem, North Carolina, USA,

under the rules of the American Arbitration Association and under the laws of the State of North Carolina, excluding its choice of law rules. The United Nations Convention on Contracts for the International Sale of Goods shall not apply.

- c. Severability: In the event any provision of the Contract is held to be invalid or unenforceable, the valid or enforceable portion thereof and the remaining provisions of the Contract will remain in full force and effect.
- d. Waiver: A failure by either Party to insist on performance of any of the terms of the Contract, a failure by either party to exercise any right or privilege, or a waiver of any breach hereunder shall not constitute a waiver of any other right or privilege, whether of the same or similar type.
- e. Nonassignability; Binding on Successors: Except in connection with any sale of all or substantially all of Purchaser's assets, whether by merger or otherwise, any attempted assignment of the rights or delegation of the obligations under the Contract by Purchaser, whether by operation of law or otherwise, shall be void without the prior written consent of the Seller. In the case of any permitted assignment or transfer of or under the Contract, the Contract shall be binding upon, and inure to the benefit of, the successors, executors, heirs, representatives, administrators and assigns of the Parties hereto.
- f. Commercial Terms: Unless otherwise specifically provided on the face of the order acknowledgement, commercial trade terms used in the Contract shall be as defined in accordance with the North Carolina Uniform Commercial Code.
- g. Ambiguities: Ambiguities, if any, in the Contract shall not be construed against either Party, irrespective of which Party may be deemed to have authored the ambiguous provision.
- h. Survival of Obligations: Any termination of the Contract shall not affect any monies owing or obligations incurred by either of the Parties prior to the effective date of the termination. The representations and warranties set forth in this Contract shall survive expiration or termination for any reason of the Contract.