



1. PARTIES: The entity selling goods and services (“Goods”) evidenced hereby is referred to herein as Seller, the buyer of Seller’s Goods, either Energi Fenestration Solutions, Ltd. in Canada or Energi Fenestration Solutions USA, Inc. in the United States, is referred to herein as Buyer.

2. PRICE: If price is not stated in this purchase order, the price will be Seller’s lowest prevailing market price in the currency native to Seller’s location. Unless otherwise indicated on a written quotation accepted by Buyer, prices are based on delivery D.D.P. at the plant of Buyer and include expenses attributable to storage, packaging, loading and shipping the Goods purchased hereunder.

3. TAXES: Any taxes which Seller may be required to pay or collect, upon or with respect to the manufacture, sale, purchase, delivery, storage, use or consumption of the Goods or any material relating thereto, including taxes upon or measured by the receipts from the sale thereof, or the value of Goods manufactured by Seller, will be disclosed separately on Seller’s invoice to Buyer. Seller is responsible for and will remit all sales, use, and similar taxes.

4. DELIVERY: The obligation of Seller to meet the delivery dates, specifications and quantities, as set forth herein, is of the essence of this order, and Buyer may cancel this order and Seller will be responsible for any loss to or claim against Buyer arising out of Seller's failure to meet the same.

5. TERMINATION: Buyer reserves the right to cancel all or any part of this order which has not actually been shipped by Seller in the event Buyer's business is interrupted because of strikes, labor disturbances, lockout, riot, fire, act of God or the public enemy, or any other cause, whether like or unlike the foregoing, if beyond the reasonable efforts of Buyer to control.

6. IMPORTS: If any of the Goods are imported into any other country, Seller will be responsible for all legal, regulatory and administrative requirements associated with any importation and the payment of all associated duties, taxes and fees. This contract will be subject to INCOTERMS 2010 if the goods are being imported.

7. WARRANTIES: Seller expressly covenants that all goods and services supplied will conform to Buyer's order, will be merchantable, fit and sufficient for the particular purpose intended and free from defects, liens and patent infringements and that they comply with all applicable laws, rules, and regulations. Seller agrees to protect and hold harmless Buyer from any loss or claim arising out of the failure of Seller to comply with the above, and Buyer may inspect and reject nonconforming goods and may, at Buyer's option either return such rejected goods at Seller's expense, or hold them pending Seller's reasonable instructions. Goods will conform to the applicable standards of UL, CSA, and ASTM.

Buyer may return non-conforming Goods to Seller at Seller’s cost. Payment will not constitute an acceptance of the Goods nor impair Buyer’s right to inspect the Goods or invoke any of its remedies.

8. REMEDIES: The remedies herein reserved will be cumulative, and additional to any other or further remedies provided in law or equity. No waiver of a breach of any provision of this order will constitute a waiver of any other breach of such provisions. To the extent permitted by the law governing this order in no event will Buyer (including Buyer’s parent, subsidiaries or other related legal entities) be liable for any lost revenues, lost profits, incidental, indirect, consequential, special or punitive damages.

9. INFRINGEMENT INDEMNITY: Seller warrants that it has the right to use any patent, trademark, industrial design, copyright and all other rights to any Goods provided to Buyer and that the Goods do not infringe any patent, trademark, copyright or other intellectual property right of a third party. Seller agrees to hold Buyer harmless from and indemnify Buyer against any loss by way of infringement.

10. NON-DISCLOSURE. It is understood that at times during the relationship defined by this agreement it may be necessary for Buyer to share with Seller confidential/non-public proprietary information regarding Buyer's products, research and development, information and/or production methods, processes and techniques (hereinafter the "Confidential Information"). Buyer will designate any Confidential Information it shares with Seller as confidential either orally or in writing by stamping it as confidential, or with any other notation that indicates confidentiality and/or ownership. Seller agrees not to disclose Buyer's Confidential Information without first obtaining the consent of Buyer. In addition, Seller agrees to use the same degree of care to safeguard and protect Buyer's Confidential Information from any discovery by or disclosure to any unauthorized person as Seller uses to protect its own highly confidential information from any discovery by or disclosure to any unauthorized person, but not less than a reasonable degree of care in any event. In the event Seller breaches this clause, Seller will be held liable for all damages, direct and consequential, arising from the breach. For any business personal information relating to Seller's employees or other legal entities that Seller provides to Buyer, Seller will obtain the informed agreement of such employees and other legal entities to release the information to Buyer and allow Buyer to use such information in connection with this order.

11. WAIVER: Any waiver of any term, condition or right hereunder will not waive any subsequent breach with respect to such term, condition or right.

12. ASSIGNMENT: Seller will not assign its rights nor subcontract its duties without Buyer's written consent. Any unauthorized assignment is void.

13. GOVERNMENT REGULATIONS:

Seller's and Buyer's obligations hereunder will be subject to all applicable governmental laws, rules, regulations, executive orders, priorities, ordinances and restrictions now or hereafter in force.

14. APPLICABLE LAW: All aspects of any sale of Goods by Seller to Buyer will be governed by and construed in accordance with the laws of the Province of Ontario if Buyer is located in Canada or the laws of the State of California if Buyer is located anywhere else. Buyer and Seller irrevocably attorn to the exclusive jurisdiction of the courts of such state or province without giving effect to any principles of conflicts of laws. If any provision or provisions hereof are void or are declared to be void, such provision or provisions will be deemed and hereby are severed from this document which will otherwise remain in full force and effect. Seller will comply with all applicable state, federal and local laws, rules and regulations. Any dispute, claim or controversy arising out of or related to this contract, including the breach, termination or validity thereof, will be finally resolved by arbitration in accordance with the International Institute for Conflict Prevention and Resolution Rules for Non-Administered Arbitration if Seller is a non-US entity, otherwise the CPR Rules for Non-Administered Arbitration then currently in effect, by a sole arbitrator if the amount in controversy is less than US\$ 1 million or by three arbitrators if the amount in controversy is US\$ 1 million or more, of whom each party will appoint one arbitrator. The arbitration will be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1 et seq., and judgment upon the award rendered by the arbitrator(s) may be entered by any court having jurisdiction thereof. All proceedings will be conducted in the English language. The place of the arbitration will be Toronto, Ontario. Judgment upon the award rendered by the arbitrators will be in United States Dollars.

15. ACCEPTANCE: Any different or additional terms or conditions in Seller's acknowledgment of this order are rejected and not binding. Unless a prior, signed agreement between the parties exists, this purchase order constitutes the entire agreement between the parties. There are no understandings, representations or warranties of any kind, express or implied, not expressly set forth herein. This agreement may not be modified, amended, or supplemented except by a written document signed by the duly authorized officer or representative of the party against whom the amendment, modification, or supplemental term is asserted. Commencement of performance hereunder or shipment of items ordered hereby will be deemed an unqualified acceptance of the provisions of this original order.

16. GENERAL: Any reproduction of this Agreement by reliable means will be considered an original of this Agreement. The United Nations Convention on Contracts for the International Sale of Goods is expressly excluded. The parties expressly waive any right to a jury trial regarding disputes related to this Agreement. The following statement is translated in English to "At the express request of the parties, this Agreement has been prepared in the English language"

and is applicable only if either or both of Buyer or Seller is located in Canada. “A la demande des parties aux présentes, cette convention a été préparée dans la langue anglaise”.

17. RESPONSIBLE CARE: If a United States’ entity, Seller covenants that it has implemented the American Chemistry Council’s Responsible Care® Management System.

Revised [To be updated]