

DOMESTIC TERMS AND CONDITIONS OF SALE

1. DELIVERY. Unless otherwise provided herein, all goods shall be delivered to Buyer Ex Works at the producing plant designated by Seller. Partial deliveries shall be permitted, and each such partial delivery shall constitute a separate contract of sale. Upon delivery, title to the goods and all risk of loss or damage shall pass to Buyer. Any insurance desired by Buyer to cover such shipment shall be arranged by Buyer at Buyer's expense.

In the event Buyer fails to accept delivery of the goods when tendered by Seller, for whatever reason, Seller may, without prejudice to any other remedies available to it and without prior notice to Buyer, either cancel the contract or place the goods in storage on Buyer's behalf. Seller's delivery obligations shall be deemed to be fulfilled upon placing the goods in storage and all risk of loss and expenses in connection therewith shall be for the Buyer's account.

Delivery dates are approximate only and are dependent, among other things, on (1) prompt receipt by Seller of all information to permit Seller to proceed with work immediately and without interruption, and (2) Buyer's compliance with the payment terms.

If Seller agrees to arrange for shipment on Buyer's behalf, all storage, insurance, demurrage, fees, charges and expenses in connection therewith, whether incurred by Seller or otherwise, shall be borne and paid for promptly by Buyer. In performing such service, Seller will comply with the reasonable instructions of Buyer or in the absence thereof, shall act according to its judgment and discretion, and Buyer shall indemnify and hold harmless Seller from any claims and liability arising therefrom.

2. FORCE MAJEURE. Seller shall not be liable for any delay or default in performance where occasioned by any cause beyond the reasonable control of Seller, including but not limited to armed conflict or economic dislocation resulting therefrom; embargoes; shortages of labor, raw materials, energy, or transportation; supplier delay or failure of suppliers to deliver; strikes, lockouts, slow downs or other labor disruptions; natural disasters; breakdowns or failure of plant machinery or equipment; action of any civil or military authorities; or failure to obtain any required authorizations. Buyer shall accept any delivery which has been so delayed provided such delivery is made within a reasonable period of time following the termination of such condition

3. PAYMENT. Unless open account terms have been extended to buyer, all amounts due hereunder shall be payable on delivery of the goods. Any amounts not paid when due shall, without prejudice to any other remedy available to Seller, earn interest at the rate of one and one half percent per month on the unpaid balance, or the maximum amount permitted by law, if lower. Buyer agrees to pay all reasonable collection costs, including attorney fees.

4. LIMITED WARRANTY. Seller warrants, that the goods sold under Seller's trademarks are free from defects in materials and workmanship for a period of 90 days from the date of delivery, or earlier, if the product is damaged, not properly handled or maintained, or used in an inappropriate application. Buyer shall perform such independent tests and verification as it deems necessary to determine the suitability of the goods for Buyer's intended use. In no event shall Seller be liable for failures caused by weathering in exterior applications.

In the event of a defect covered by this limited warranty, Seller will, at its option, repair or replace such goods, or refund the original purchase price at no charge to Buyer, provided Buyer returns the goods alleged to be defective to Seller within the period of the warranty, carefully packed to prevent damage, prepaid and insured with a letter explaining the claim.

THIS LIMITED WARRANTY IS THE EXCLUSIVE REMEDY OF BUYER AND SELLER, MAKES NO OTHER REPRESENTATION OR WARRANTY OF ANY KIND OTHER THAN AS STATED HEREIN. SELLER SHALL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM THE USE OF THIS

PRODUCT, OR ARISING OUT OF ANY BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY, OTHER THAN THE LIMITED LIABILITY SET FORTH ABOVE. ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXCLUDED.

5. PATENTS, ETC. If Buyer receives a claim that any product or part thereof manufactured by Seller infringes a patent, trademark or trade name, Buyer shall notify Seller promptly in writing and give Seller information, assistance and exclusive authority to evaluate, defend and settle such claim. Seller shall thereupon at its own expense and option (1) settle such claim, or (2) procure for Buyer the right to use such product, or (3) replace or modify the product to avoid infringement, or (4) remove the product and refund the purchase price less a reasonable amount for depreciation, or (5) defend against such claim. Provided that timely notice has been given by Buyer, should any court of competent jurisdiction hold such product to constitute infringement by a final non-appealable order, Seller shall pay any costs and damages finally awarded on account of such infringement, and if the use of such product is enjoined, Seller shall take at its option one or more of the actions under (2), (3) or (4) above. With respect to any product not manufactured by Seller, the patent indemnity, if any, given by manufacturer thereof shall apply. The rights and obligations of the parties with respect to patents or any other industrial rights are solely and exclusively as stated herein.

6. INSPECTION OF GOODS. Buyer shall inspect the goods on arrival, and any claim that the goods are non-conforming to the order shall be deemed waived unless made in writing to Seller within 30 days from the date of delivery.

7. GOVERNING LAW. The rights and obligations of the parties under this agreement shall be governed by the internal laws of the State of Colorado. Any action or proceeding seeking to enforce any provision of, or based on any right arising out of this contract may be brought against any of the parties in the courts of the State of Colorado or if it has or can obtain jurisdiction, in the United States District Court for such state, and each of the parties hereby consents to the jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to venue laid therein. Process in any such action or proceeding may be served on any party within or without the State of Colorado by certified or registered mail to the address specified on the face hereof.

8. TAXES AND DUTIES. All taxes, duties, fees, or assessments of any nature levied by any governmental authority in connection with this transaction shall be for Buyer's account and shall be paid directly by Buyer.