

**Ameriform Acquisition Company, LLC, a/k/a Ameriform, KL Outdoor, KL Industries, Five Peaks,  
Extrusion Technologies (collectively “Buyer”)**

**PURCHASE ORDER TERMS AND CONDITIONS**

1. **ACCEPTANCE:** Vendor has read and understands this purchase order (“Order”) and agrees that Vendor’s written acceptance or commencement of any work or service under this Order shall constitute Vendor’s acceptance of these terms and conditions only. All terms and conditions proposed by Vendor which are different from or in addition to this Order are unacceptable to Buyer, are expressly rejected by Buyer, and shall not become a part of this Order. Any modifications to this Order shall be made in accordance with Paragraph 28.
2. **SHIPPING BILLING FLSA CERTIFICATION PAYMENT:** Vendor agrees to ship goods in accordance with Buyer’s requirements and to make no charge for handling, packaging, storage transportation or drayage of goods unless otherwise stated in this Order. Vendor further agrees to promptly render after delivery of goods/services, complete invoices to Buyer. Vendor’s invoice must include a certification that all goods were produced in compliance with the Fair Labor Standards Act, as amended, and of regulations and Orders of the United States Department of Labor issued in connection therewith. Unless otherwise stated on the face of this Order, payment shall be on the 60th day following Buyer’s receipt of a proper invoice. **Vendor hereby specifically waives any and all rights to assert any lien rights whatsoever, or security interests, in any property include in this Order.** Buyer may withhold payment pending receipt of evidence, in such form and detail as Buyer may direct, of the absence of any liens, encumbrances and claims on the goods or services under this Order.
3. **DELIVERY SCHEDULES:** Deliveries shall be made as specified in this Order, or if not specified, as Buyer shall direct in subsequent releases. Buyer may change scheduled shipments without modification of the price specified in this Order.
4. **PREMIUM SHIPMENTS:** If Vendor fails to meet Buyer’s delivery requirements they shall be responsible for any expediting costs.
5. **CHANGES:** Buyer reserves the right at any time to change specifications of the goods or to otherwise change the scope of the work covered by this Order, and Vendor agrees to promptly make such changes; any difference in price or time for performance resulting from such changes shall be equitably adjusted by Buyer after receipt of documentation in such form and detail as Buyer may direct. Any changes to this Order shall be made in accordance with paragraph 28.
6. **INSPECTION:** Vendor agrees that Buyer shall have the right to inspect the goods/services covered by this Order, which inspection shall not constitute acceptance of any work-in-process or finished goods.
7. **NONCONFORMING GOODS:** To the extent Buyer rejects goods as nonconforming, the quantities under this Order will automatically be reduced. Vendor will not replace quantities so reduced without a new Order or schedule from Buyer. Nonconforming goods will be held by Buyer for disposition in accordance with Vendor’s instructions at Vendor’s risk for a period of 10 days, after which Buyer may dispose of the goods, without liability to Vendor. Payment for nonconforming goods shall not constitute an acceptance thereof, limit or impair Buyer’s right to assert any legal or equitable remedy, or relieve Vendor’s responsibility for any defects, latent or otherwise.
8. **FORCE MAJEURE:** Delay or failure of either party to perform its obligations hereunder shall be excused if caused by an event or occurrence beyond the reasonable control of the delaying party and without its fault or negligence, [but excluding material shortages and labor issues]; provided that written notice of such delay (including the anticipated duration of the delay) shall be given by the affected party to the other party as soon as practicable. During the period of such delay or failure to perform by Vendor, Buyer, at its option, may purchase goods from other sources and reduce its schedules to Vendor by such quantities, without liability to Vendor. If the delay lasts more than five (5) days Buyer may immediately cancel the Order without liability or assert a reasonable price penalty to compensate Buyer for such delay.
9. **WARRANTY:** Vendor expressly warrants that all goods or services covered by this Order will conform to the specifications, drawings, samples, or descriptions furnished to or by Buyer, and will be merchantable, of good material and workmanship and free from defect. In addition, Vendor acknowledges that Vendor knows of Buyer’s intended use and expressly warrants that all goods covered by this Order which have been selected, designed, manufactured, or assembled by Vendor, based upon Buyer’s stated use, will be fit and sufficient for the particular purposes intended by Buyer.
10. **INGREDIENTS DISCLOSURE/SPECIAL WARNINGS AND INSTRUCTIONS/GUARDS:** If requested by Buyer, Vendor, shall promptly furnish to Buyer a list and amounts of all ingredients/components in the goods purchased hereunder. Vendor agrees to furnish to Buyer sufficient guards, safety devices and notice in writing (including appropriate labels on goods, containers and packing) of any hazard pertaining to the goods, together with such special handling, use or operational instructions necessary to advise how to exercise that measure of care and precaution which will best prevent bodily injury or property damage in the use, operation, handling, transportation, processing, or disposal of the goods/services cover by this Order.
11. **INSOLVENCY:** Buyer may immediately cancel this Order without liability to Vendor in the event of (a) insolvency of the Vendor; (b) filing of any petition in bankruptcy by/against Vendor; (c) appointment of a receiver or trustee for Vendor; or (d) execution of an assignment for the benefit of creditors by Vendor.
12. **CANCELLATION FOR BREACH:** Buyer reserves the right to cancel all or any part of this Order, without liability to Vendor, if Vendor: (a) repudiates or breaches any of the terms of this Order, including Vendor’s warranties; (b) fails to perform services or deliver goods as specified by Buyer; or (c) fails to make progress so as to endanger timely and proper completion of services or delivery of goods.
13. **TERMINATION:** In addition to any other rights of Buyer to cancel or terminate this Order, Buyer may at its option immediately terminate all or any part of this Order, at any time and for any reason, by giving written notice to Vendor. Upon such termination, Buyer shall pay to Vendor the following amounts without duplication: (a) the Order price for all goods or services which have been completed in accordance with this Order and not previously paid for, less any of Buyer’s offsets; and (b) the actual costs of work-in-process and raw materials incurred by Vendor in furnishing the goods or services under this Order to the extent such costs are reasonable in amount and are properly allocable or apportionable under generally accepted accounting principles to the terminated portion of this Order; less, however, the reasonable value or cost (whichever is higher) of any goods

or materials used or sold by Vendor with Buyer's written consent, and less any of Buyer's set-offs. Buyer will make no payments for finished goods, work-in-process or raw materials fabricated or procured by Vendor in amounts in excess of those authorized in delivery releases nor for any undelivered goods which are in Vendor's standard stock or which are readily marketable. Payments made under this Paragraph shall not exceed the aggregate price payable by Buyer for finished goods which would be produced by Vendor under delivery or release schedules outstanding at the date of termination. Except as provided in this Paragraph, Buyer shall not be liable for and shall not be required to make payments to Vendor, directly or on account of claims by Vendor's subcontractors, for loss of anticipated profit, unabsorbed overhead, interest on claims, product development and engineering costs, facilities and equipment rearrangement costs or rental, unamortized depreciation costs, and general and administrative burden charges from termination of this Order. Within thirty (30) days from the effective date of termination, Vendor shall submit a comprehensive termination claim to Buyer, consistent with the terms of this Order, with sufficient supporting data to permit Buyer's audit, and shall thereafter promptly furnish such supplemental and supporting information as Buyer shall request. Vendor's failure to submit such termination claim timely shall operate as a bar to any future action on such claim. Buyer, or its agents, shall have the right to audit and examine all books, records, facilities, work, material, inventories and other items relating to any termination claim of Vendor.

14. **INTELLECTUAL PROPERTY:** Vendor agrees to defend, hold harmless and indemnify Buyer, its successors and customers against all claims, demands, losses, suits, damages, liability and expenses arising out of any suit, claim or action for actual or alleged infringement of any United States or foreign patent, trademark, copyright or mask work right by reason of the manufacture, use or sale of the goods or services ordered; and grants Buyer a worldwide, nonexclusive, royalty-free irrevocable license to have, use, sell, or have repaired, the goods/services ordered hereunder. Vendor assigns to Buyer all right, title and interest in and to all trademarks, copyrights and mask work rights in any material created specifically for Buyer under this Order.

15. **PROPRIETARY INFORMATION:** Vendor acknowledges and agrees that Buyer has special knowledge and expertise in various areas which are critical to its future success, and has a pool of information that is not generally available to others and which Buyer considers proprietary and confidential ("Proprietary Information"). Buyer agrees to at all times keep all Proprietary Information confidential, and both during the term of its relationship with Buyer, and at all times thereafter, shall not directly or indirectly i) disclose any Proprietary Information without the prior written consent of Buyer, or ii) use any of Proprietary Information, except as is necessary in performing Vendor's obligations to Buyer. Further, Vendor agrees not too knowingly, directly or indirectly, hire any of Buyer's employees. Vendor agrees that any breach of this provision 15 would cause Buyer irreparable injury and a remedy in law would not be inadequate and, without limiting any other remedy available at law or equity, an injunction, specific performance or other equitable relief, shall be available to Buyer. Vendor also agrees to pay Buyer all costs incurred by it in enforcing any of this provision 15, including without limitation, actual attorney fees.

16. **INDEMNIFICATION/INSURANCE:** If Vendor performs any work on Buyer's premises or utilizes the property of Buyer, whether on or off Buyer's premises, Vendor shall indemnify and hold Buyer harmless from and against any liability, claims, demands or expenses for damages to the property of or injuries (including death) to Buyer, its employees or any other person arising from or in connection with Vendor's performance of work or use of Buyer's property except for such liability, claim or demand arising out of the sole negligence of Buyer. In addition to the foregoing Vendor shall maintain insurance coverage in types and amounts determined to be commercially reasonable and not less than Buyer may request from time to time. Vendor shall furnish to Buyer certificates of insurance setting forth the amount(s) of coverage, policy number(s) and date(s) of expiration for insurance maintained by Vendor.

17. **BAILED PROPERTY:** All items furnished by Buyer, either directly or indirectly to Vendor to perform this Order, or for which Vendor has been reimbursed by Buyer, shall be and remain the property of Buyer. Vendor shall bear the risk of loss of and damage to Buyer's property. Upon the request of Buyer, such property shall be immediately released to Buyer or delivered to Buyer by Vendor F.O.B. Vendor's plant. Buyer shall have the right to enter onto Vendor's premises at all reasonable times to inspect such property. Vendor shall pay all actual costs incurred by Buyer in the event Vendor refuses to return Buyer's property immediately upon demand, including but not limited to actual attorney fees and costs. Buyer shall have the option, within their sole discretion, to set-off in part or in total, against any monies owing Vendor, the value of any property furnished to Vendor by Buyer, including the value of any supplies or raw materials. For purposes of such set-offs, "value" shall be the greater of Buyer's cost or the current market price of such property. **Vendor hereby specifically waives any and all rights to assert any lien rights whatsoever, or security interests, in any bailed property.**

18. **REMEDIES:** The rights and remedies reserved to Buyer in this Order shall be cumulative and additional to all other or further remedies provided in law or equity.

19. **DUTY DRAWBACK RIGHTS/NAFTA:** This Order includes all related customs duty and import drawback rights. Vendor agrees to supply such documents as may be required to obtain such drawback. Vendor is obligated to provide the Buyer with NAFTA Certificates of Origin for all Components and Raw Material supplied for the duration of this Order.

20. **SET-OFF:** In addition to any right of set-off provided by law, all amounts due Vendor shall be considered net of indebtedness of Vendor to Buyer and its subsidiaries and/or affiliates; and Buyer may deduct any amounts due or to become due from Vendor to Buyer and its subsidiaries and/or affiliates from any sums due or to become due from Buyer to Vendor. Notwithstanding the foregoing, Buyer shall have no obligation to immediately exercise its right of set-off provided hereunder and failure to so exercise such rights shall not act as a waiver of such rights or of the underlying claims of set-off. Further, any payment by Buyer hereunder to Vendor shall not act as a waiver of any claim of Buyer's arising hereunder against Vendor, including any claim for set-off or netting.

21. **ADVERTISING:** Vendor shall not advertise or publish that Vendor has contracted to furnish Buyer the goods or services herein ordered, or use any trademarks or trade names of Buyer.

22. **GOVERNMENT COMPLIANCE:** Vendor agrees to comply with all federal, state and local laws, executive orders, rules, regulations and ordinances which may be applicable to Vendor's performance of its obligations under this Order, and this Order

shall be deemed to incorporate by reference all the clauses required by the provision of said laws, orders and regulations. Vendor shall be in compliance with QS 9000, Sections I and H.

23. **NO IMPLIED WAIVER:** The failure of either party to require performance by the other party of any provision of this Order shall in no way affect the right to require performance at any time thereafter, nor shall the waiver of either party of a breach of any provision of this Order constitute a waiver of any succeeding breach of the same or any other Order.

24. **NON-ASSIGNMENT:** Vendor may not assign /delegate obligations under this Order without Buyer's written consent.

25. **RELATIONSHIP OF PARTIES:** Vendor and Buyer are independent contracting parties and nothing in this Order shall make either party the agent or legal representative of the other party whatsoever, nor does it grant either party any authority to assume or to create any obligation on behalf of or in the name of the other.

26. **JURISDICTION/GOVERNING LAW/ARBITRATION:** This Order is to be governed by according to the jurisdiction and laws of the State of Michigan without regard to the conflict of laws principles thereof. Venue for disputes arising from the Order shall be brought solely in state or federal court of competent jurisdiction located in Muskegon County, Michigan.

27. **SEVERABILITY:** If any term of this Order is invalid or unenforceable under a relevant statute, regulation, ordinance, executive order or other rule of law, such term shall be modified or deleted, but only to the extent necessary to comply with such statute, regulation, ordinance, order or rule, and the remaining provisions of this Order shall remain in full force and effect.

28. **ENTIRE AGREEMENT:** This Order, together with the attachments, or supplements, specifically referenced in this Order, constitutes the entire agreement between the parties with respect to the matter contained herein and supersedes all prior oral and written representations and agreements. Notwithstanding the foregoing, any references in any Order to any proposals or documents of Vendor shall be for product or service identification and/or description purposes only, and shall not alter the terms and conditions set forth in this Order. This Order may only be modified by a valid purchase order subsequently issued by Buyer.