

PANELTIM® EXCLUSIVE TERMS AND CONDITIONS OF SALE

1. **Exclusive Terms and Conditions of Sale.** These Terms and Conditions of Sale (the “Terms”) apply to all sales of any materials, goods or products (the “Goods”) and the provision of any services by Paneltim to any Buyer or Distributor (both referred to herein as “Buyer”) and are the exclusive terms and conditions of sale. All offers by Paneltim to sell Goods are expressly conditioned on Buyer’s assent to and acceptance of these Terms. Paneltim’s acknowledgment or processing of any order is expressly conditioned on Buyer’s assent to and acceptance of these Terms, including all terms that are different from or in addition to any purported terms and conditions of the order. Any additional, different or other terms and/or conditions contained in any purchase order or other document by or from Buyer or on Buyer’s web site are hereby objected to and rejected by Paneltim. Buyer accepts these Terms by placing an order with Paneltim or, if not previously accepted, by accepting delivery of the Goods. In the event of disagreements or contradictions between these Terms and other alleged terms and conditions, these Terms shall control and take precedence over any other alleged terms and conditions, with any conflict to be resolved in favor of these Terms; provided however, that in the event of a conflict between these Terms and any provision of a Paneltim Distributor Agreement, the Distributor Agreement shall take precedence.

2. **Entire Agreement.** These Terms, together with the quantity, price and payment term for the Goods stated on Paneltim’s order acknowledgment, the Distributor Agreement, if any, Buyer’s Credit Application, if any, and Paneltim’s written specifications for the Goods, if any, (collectively the “Agreement”) constitute the complete and final agreement and understanding between Paneltim and Buyer relating to the Goods and supersede all prior oral or written communications, agreements, understandings, representations, statements, and assurances between the parties. No oral or written statement, representation, covenant or warranty not contained in this Agreement shall be binding on Paneltim and no provisions of the Agreement may be modified, amended, changed or waived in any respect except in writing by an authorized representative of Paneltim. Buyer represents and acknowledges that Buyer is not relying upon any oral or written statement, warranty or representation of Paneltim, its employees, agents and/or representatives not fully set forth in the Agreement.

3. **Price; Delivery; Title/Risk Transfer; Shipping Cost; Insurance.** Unless agreed otherwise, all prices are ex works Paneltim’s [Plymouth, Michigan] facility. Paneltim shall deliver the Goods ex works at a location designated by Paneltim (on the premises of the company or with a third party) for collection by or dispatching to Buyer’s carrier or shipper and title to the Goods and risk of loss shall pass to Buyer upon such delivery. Shipping will be at all times at the expense and risk of Buyer, even if such transportation is organized by Paneltim. Buyer is responsible for obtaining appropriate insurance.

4. **Taxes.** All taxes, import duties and charges of whatever designation, now in effect or which may be imposed or increased subsequent to the date of this Agreement, are to be paid by Buyer.

5. **Delivery Dates Not Binding; Force Majeure.** Delivery dates in Paneltim’s order acknowledgement are indicative of when Paneltim expects to make delivery, however, the parties agree that Paneltim shall not be liable for damages due to delays in delivery. The parties agree that Paneltim shall not be liable for damages for delay in performance or non-performance as a result of force majeure or unforeseen circumstances that hinder production or delivery. Even in case of unforeseeable events or force majeure, risk is transferred to Buyer upon delivery as indicated in article 3.

6. **Limited Warranty; Limitation of Liability; Exclusive Remedy.** Paneltim warrants only that the Goods shall substantially conform to Seller’s written specifications for the Goods, if any, or to the written specifications for the Goods agreed to in writing by an authorized representative of Seller, if any. **THIS WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND SELLER HEREBY EXPRESSLY DISCLAIMS ALL SUCH OTHER WARRANTIES.** All claims that the Goods are other than as warranted must be reported by certified mail within eight days of delivery (as defined in paragraph 3) if the non-conformity is visible and within eight days of discovery if the non-conformity is not visible, provided however that all warranty claims must be made no later than one year after delivery (as defined in paragraph 3). If the claim is considered valid by Paneltim, the parties agree that Buyer’s exclusive remedy and Paneltim’s sole liability shall be limited to a refund of the purchase price paid for the Goods determined to be other than as warranted, or at

Paneltim’s option, replacement of such Goods. Buyer is responsible for all shipping costs associated with any warranty claim or replacement. The parties agree that Paneltim shall not be liable beyond the exclusive remedies set forth hereunder, including for direct, indirect, special, exemplary, punitive, incidental or consequential damages or for third-party claims, lost profits or injury to goodwill, whether arising out of or sounding in breach of warranty, breach of contract, contribution, indemnification, negligence, strict liability in tort, breach of statutory duties or other causes, all such damages and claims being expressly excluded. In no event will Paneltim be liable to Buyer for any amount in excess of the price paid or payable by Buyer for the Goods giving rise to such claim.

7. **Disclaimer; Buyer’s Acknowledgment; Indemnification.**

Paneltim makes no recommendation, warranty or representation as to the suitability of the Goods for the Buyer’s application, use, end-product, process or combination with any other product or as to any results the Buyer might obtain in Buyer’s use of the Goods. Buyer should use its own knowledge, judgment, expertise and testing in selecting the Goods for Buyer’s application, end-use and/or operating environment, and should not rely on any oral or written statement, representation, or samples made by Paneltim for any purpose. It is Buyer’s sole responsibility to test the Goods to ensure suitability for Buyer’s application. Buyer acknowledges and agrees that it shall use the Goods only for the purpose for which they were made, as determined by Paneltim, and in accordance with the Paneltim directions, specifications and technical data for such Goods, if any. Buyer further represents that it is a professional and shall use his own expertise and judgement, or shall retain a qualified engineer or construction professional, to ensure that the Goods are suitable for Buyer’s or its customer’s application and that the finished construction has sufficient structural integrity for the application and intended use and complies with all statutes, regulations, codes and standards applicable to the finished construction.

Buyer agrees that the Goods shall be used and installed by skilled craftsmen. Buyer further agrees to transmit all Paneltim technical specifications, data and instructions, if any, to Buyer’s customers and end-users.

Buyer agrees to indemnify, defend and hold harmless Paneltim from and against any claim, demand, liability, damages, cost or expense arising from or relating to Buyer’s breach of this Agreement or arising during or after delivery of the Goods as a consequence of any negligence on the part of Buyer or any of its contractor’s representatives or agents.

Should products from third parties (non Paneltim products) be delivered, used or applied by Paneltim or Buyer, the warranty provided by their manufacturer, if any, applies. Paneltim makes no warranty of any kind with respect to non-Paneltim products. The parties agree that Paneltim cannot be held liable for any breach of warranty or other claim relating to these third party products.

8. **Invoices.** Except with Paneltim’s prior written consent, all Paneltim invoices must be paid within 30 calendar days after date of invoice, Buyer not being entitled to any reduction or discount. Paneltim is entitled to demand payment for the goods prior to delivery. Failure to comply with such demand will result in the sale being cancelled.

9. **Interest.** In case of failure to pay an invoice in full within the aforementioned term, Paneltim shall automatically and without formal notification be entitled to the payment of interest at the rate of seven percent (7%) per annum, or, if less, the maximum amount permitted by applicable law, in either case, from the day following the expiration of the said term.

10. **Collection Cost.** Buyer agrees to be responsible for and will pay and reimburse all costs, expenses and attorney’s fees incurred by Paneltim in enforcing its rights under this Agreement or in taking any legal action for breach of this Agreement or to collect any payment obligation hereunder. In addition, to the extent permitted by law, Buyer shall be liable for an additional amount in liquidated damages equal to 10% of the outstanding balance, which amount reflects Paneltim’s administrative costs and Buyer acknowledges is not intended as a penalty.

11. **Acceleration.** Non-payment on the due date of any invoice renders the balance outstanding on all other invoices, even those not yet due, immediately payable and entitles Paneltim to suspend all deliveries, executions and orders. Any acknowledgement of payment is given subject to other paid invoices. In case of non-payment all discounts are cancelled with retroactive effect, even those already granted and included in calculations up to and including six months prior to the actual failure to pay. Payments are always first set against the interest payable in accordance with these conditions of payment, subsequently against compensation and collection costs and only then against outstanding balances, the longest outstanding amount being calculated first and this irrespective of any comments or

indication on the part of the customer at the time of making payment.

12. Security Interest. Buyer grants to Paneltim and to its successors and assigns a purchase money security interest in and to the Goods sold under this Agreement and all proceeds and products thereof, including the proceeds of any insurance related thereto (the "Collateral"). The security interest hereby created shall secure the payment of the purchase price for the Goods, together with all costs and expenses, including court costs and attorneys' fees incurred or expended in collecting the indebtedness secured hereby and in enforcing the security interest created hereby (collectively, "Indebtedness"). Buyer agrees Paneltim may from time to time (a) file financing statements or their equivalent in any jurisdiction relating to the Collateral without Buyer's signature thereon or to execute and file any such financing statement or equivalent in Buyer's name, all as Paneltim may deem appropriate to perfect and continue its security interest and (b) notify any of Buyer's other secured creditors of Paneltim's security interest. Effective upon the occurrence and during the continuance of any breach by Buyer of these Terms, Buyer hereby appoints Paneltim as attorney in fact, solely as relates to the transactions contemplated herein with full power of substitution (i) to make, adjust or settle and receive payment on any insurance claims with respect to the Collateral; (ii) to endorse the name of Buyer on any instruments, documents or other evidences of the Collateral that may come into Paneltim's possession; (iii) to execute proofs of claim and loss; (iv) to execute endorsements, assignments or other instruments of conveyance or transfer; and (v) to perform all other acts which Paneltim deems appropriate to protect and preserve the Collateral and to enforce the terms of this

Agreement. The agency hereunder is coupled with an interest, unconditional and shall not terminate until all of the Indebtedness is paid in full.

13. Cancellation by Buyer. Any cancellation of an order obliges Buyer to pay Paneltim 30% of the purchase price for the order; provided however, if Paneltim's costs and expenses incurred in filling the order and anticipated lost profit exceeds 30% of the purchase price, then Buyer shall be obligated to pay Paneltim such greater amount.

14. No Modification; No Assignment; Severability. Any change to the aforementioned Terms must be expressly accepted and confirmed in writing by an authorized representative of Paneltim. Neither this Agreement nor any interest created herein nor obligation arising hereunder shall be transferred or assigned by Buyer, except upon the prior written consent of Paneltim. In the event of illegality or invalidity of a provision of the Terms or the Agreement, the parties shall deem that provision stricken in its entirety; the balance of the Terms or the Agreement shall remain in full force and effect.

15. Governing Law and Jurisdiction. These Terms and the sale of Goods contemplated hereby shall be governed by, and construed in accordance with, the laws of the State of Delaware. All disputes between the parties shall be submitted to the state or federal courts located in [Plymouth, Michigan]. Each party agrees to submit to the jurisdiction of such courts, and hereby waives all claims of forum non conveniens or similar defense with respect to such venue.

Sales conditions: www.paneltim.com